The Bombay Gazette.

No. 4,718. NEW SERIES.] BOMBAY: FRIDAY, FEBRUARY 19, 1864. Annual Subscription in advance....RUPEES FIFTY-TWO.

THE BOMBAY GAZETTE.

TERMS OF SUBSCIPTION.

For a year in advance, delivered in Town	Rs.	52 0
——— including postage	,,	72 0
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As the pre-payment of postage on Newspapers is now compulsory, our Mofussil Subscribers must in future pay Postage in advance, at the rate of Rs. 20 per year, or their Papers cannot be forwarded.

TERMS FOR ADVERTISING.

Ten lines and under	Rs.	4 0
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Contract Rates may be learned on application at the Office, 39, Medow Street, Fort.

DOMESTIC OCCURRENCES.

The charge for notifying a Domestic Occurrence is One Rupee.

BOMBAY.

BIRTH.

GRANT—On the 18th February, the wife of Sir Alexander Grant, Bart., of a daughter.

SHIPPING.

FOR LONDON.

(With immediate Despatch.)

THE fine new A 1. Ship FOREST RIGHTS, 1154 Tons, JAMES BETT THOMSON, Commander, has superior accommodation for limited number of Passengers. For Freight or Passage apply to

W. NICOL & Co.,

Agents for Captain and Owners of Ship *Forest Rights*.
Bombay, 18th February 1864.

FOR LONDON.

(TO SAIL IN MARCH.)

MESSRS. DUNBAR'S favourite Passenger Ship SALAMANCA, 861 Tons, R.N. per Register, G. M. LIVESAY, Commander, has very superior accommodation for Passengers, and carries an experienced Surgeon, For Freight and Passage apply to

W. NICOL & Co.,

Agents Ship *Salamanca*, and Owners or to Capt. LIVESAY,
Bombay, 16th February 1864.

FOR NEW YORK.

(TO SAIL ABOUT 1ST MARCH.)

THE celebrated Frigate INCONSTANT, late of H M.'s Navy, 1,196 Tons Register, has excellent accommodation for a limited number of Cabin Passengers. For passage apply to Captain CULLITON on board, or to

LAWRENCE & Co.

FOR HAVRE.

THE French Ship LES INTIMES, 3, 3 L 11 Captain GREFFLOZ, will have immediate dispatch. For freight apply to

DOSSABHOY CURSETJEE & Co.

FOR HAVRE.

THE first-class fast sailing French Ship BAILLY DE SUFFREN, 537 Tons Register, having the greater portion of her Cargo engaged, will have quick despatch for the above Port. For Freight apply to

RUSTOMJEE H. WADIA,

Agent for Captain and Owners.
No. 7, Parsee Bazar Street.

FOR SALE.—The Clipper Ship, 3/3 in veritas "LANCASTRIAN," lately sailed for Liverpool. For particulars apply to LYON, BROTHERS & Co.

DIVING APPARATUS.

C. E. HEINKE, SUBMARINE ENGINEER, 79, Great Portland-street, London, begs to call the attention of Shipowners, Merchants, Capitalists, &c. &c., to the important Improvements made by him in the SUBMARINE HELMET, DRESS, and APPARATUS, which enables a Diver to remain any length of time under water for the Recovery of Property from Wrecks, Making and Repairing Foundations of Harbours and Bridges, and also for PEARL and SPONGE DIVING.

FOR KURRACHEE.

THE S. S. PIONEER, J. WOOLEY, Commander, will be dispatched as above, on MONDAY next, the 22nd instant, at 4 P. M.

For Freight and Passage, apply to

RITCHIE, STEUART & Co.

STEAM TO KURRACHEE.

THE British India Steam Navigation Company's (Limited) Screw Steamer RIPLEE, 750 Tons, (130 H. P.,) Captain DAY, will be despatched to Kurrachee with Mails, Passengers and Cargo twelve hours after arrival of the Steamer from Aden.

W. NICOL & Co., Agents.

STEAM TO THE PERSIAN GULF.

THE British India Steam Navigation Company's (Limited) will despatch a Steamer to the Persian Gulf on the 25th March, with Mails, Passengers and Cargo, touching at Kurrachee, Guadel, Muscat, Bunder Abbas, Bushire and Bussorah, also Linga if sufficient inducement offer.

W. NICOL & Co., Agents.

STEAM TO MALABAR COAST AND MADRAS.

THE British India Steam Navigation Company's (Limited) Screw Steam Ship COMORIN, 560 Tons, 100 H. P., Captain MORRISON, will be despatched to the Malabar Coast on WEDNESDAY, the 2nd March, at noon, with Cargo and Passengers, calling at Ratnagherry, Vingorla, Goa, Sudasheoghur, Mangalore, Cannanore, Calicut, and Cochin, returning by the same route in twelve days time.

W. NICOL & Co., Agents.

N. B.—Goods and Passengers can be conveyed to Madras *via* Beypoore by this opportunity.

STEAM TO SURAT.

THE well-known and fast sailing Screw Steamer PHLOX, W. MOYLE, Commander, will start for the above Port on MONDAY, the 22nd instant, at 10 A. M.

For Freight or Passage apply at the Steamer's Office, Bazar Gate Street, opposite to JAVERCHUND ATMARAM.
Bombay, 17th February 1864.

STEAM TO SURAT.

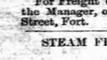
THE new and fast sailing Screw Steamer TAPTEE, THOS. ELLIS, Commander, (recently arrived from England,) has very superior accommodation for First Class Passengers, and will be despatched for the above Port, on SATURDAY the 20th instant. at 12 o'clock noon, positively.

For Freight of Goods, Specie, and Passengers, apply to the Manager, opposite to Kavakhana's Lane, Bazar Gate Street, Fort.

STEAM FROM BOMBAY TO COCHIN TWICE A MONTH.

STEAM FROM COCHIN TO BOMBAY TWICE A MONTH.

(Calling at Ratnagherry, Vingorla, Goa, Karwar, Coompta, Mangalore, Cannanore, and Calicut.)



THE Bombay Coast and River Steam Navigation Company (Limited) will dispatch Steamers as following to the Malabar Coast twice a Month :—

DEPARTURES FROM BOMBAY.

Saturday	20th Feb.	MAHARAJ at 6 P. M.
Saturday	5th March.	JOHNSTON CASTLE. at 6 P. M.
Saturday	19th March.	MAHARAJ at 6 P. M.
Friday	8th April.	JOHNSTON CASTLE. at 6 P. M.
Wednesday	20th April.	MAHARAJ at 6 P. M.
Thursday	5th May.	JOHNSTON CASTLE. at 6 P. M.
Friday	20th May.	MAHARAJ at 6 P. M.
Wednesday	8th June.	JOHNSTON CASTLE. at 6 P. M.

DEPARTURES FROM COCHIN.

Thursday	25th Feb.	MAHARAJ at 5 P. M.
Friday	11th March.	JOHNSTON CASTLE. at 5 P. M.
Friday	25th March.	MAHARAJ at 5 P. M.
Wednesday	13th April.	JOHNSTON CASTLE. at 5 P. M.
Monday	23th April.	MAHARAJ at 5 P. M.
Wednesday	10th May.	JOHNSTON CASTLE. at 5 P. M.
Thursday	26th May.	MAHARAJ at 5 P. M.
Wednesday	15th June.	JOHNSTON CASTLE. at 5 P. M.

For Passage, rates of Freight apply to the undersigned.

FULCHER, COOPER & Co.

No. 7, Rampart Row, 8th February 1864.

STEAM FROM BOMBAY TO SURAT EVERY TUESDAY AND FRIDAY.

STEAM FROM SURAT TO BOMBAY EVERY TUESDAY AND FRIDAY.

THE Bombay Coast and River Steam Navigation Company's (Limited) will dispatch a Steamer from Bombay to Surat every TUESDAY and FRIDAY, and from Surat to Bombay every TUESDAY and FRIDAY, as follows :—

DEPARTURES FROM BOMBAY TO SURAT.

Friday	19th Feb.	JOHNSTON CASTLE. at 5 P. M.
Tuesday	23rd ,,	TELEWHEEL at 6 P. M.
Friday	26th ,,	JOHNSTON CASTLE. at 2 P. M.

DEPARTURES FROM SURAT TO BOMBAY.

Friday	19th Feb.	TELEGRAPH at 11 A. M.
Tuesday	23rd ,,	JOHNSTON CASTLE at 1 P. M.
Friday	26th ,,	TELEGRAPH at 3 P. M.

For Passage rates of Freight &c, apply to the undersigned.

FULCHER, COOPER & Co.

No. 7, Rampart Row, 8th February 1864.

FOR KURRACHEE DIRECT.

THE fine A 1 Ship LORD HADDO, 340 Tons, Captain BROTHERSTON, will sail on or about 24th instant. For Freight apply to W. NICOL & Co.

Bombay, 18th February 1864.

NOTICES.

CONSIGNEES OF CARGO per Ship *Zambia*, Captain MILLER, from Liverpool, are requested to send off Boats for their Goods without delay, otherwise they will be landed by the Captain as they come to hand at the expense and risk of the concerned.

The Captain will not be responsible for the condition of any Packages after their once leaving the deck.

RENNIE, SCOVELL & Co.,
Agents for Captain MILLER.

Bombay, 13th February 1864.

CONSIGNEES OF CARGO per French Ship *St. Vincent de Paul*, Captain GACHET, arrived from Bordeaux, are hereby requested to send off Boats at once to take delivery, otherwise they will be landed by the Captain as they come to hand at the expense and risk of the concerned.

The Captain will not be responsible for the condition of any Packages after their once leaving the Deck.

DOSSABHOY CURSETJEE, Agents for the Ship.

PER SHIP PERCY DOUGLAS.—Consignees wanted for

FP 1/40	40	Girders.
41/51	11	Cross do.
118/38. 52/81	77	Screw Piles.
85/110		
151/230	80	Branches.
	7	Cases.

Unless claimed immediately the above will be landed at the expense and risk of the concerned.

W. & A. GRAHAM & Co., Agents.

16th February 1864.

BASSETT & Co. having disposed of their business have and do hereby authorize, MR. WILLIAM WALKER, G. I. P. R., to collect all their outstanding debts.—Bombay, 31st December 1863.

NOTICE OF REMOVAL.—We have from this day removed our Offices from No. 4, Hornby Row, to the premises lately occupied by Messrs. HERBERT & Co., No. 16, in Rampart Row.

Bombay, 6th February 1864. RALLI BROTHERS.

NOTICE OF REMOVAL.—The Patent Ice Company's Depot have this day removed from No. 8, Rampart Row, to No. 3, Hummum Street.

Bombay, 10th February 1864.

NOTICE OF REMOVAL.—We have this day removed our offices from No. 8, Rampart Row, to No. 3, Hummum Street. HEYCOCK & Co.

Bombay, 8th February 1864.

NOTICE.—We have this day commenced business as Merchants and Manufacturers Agents.

TAYLOR, RANDALL & Co.

Bombay, 12th February 1864.

TO WOOL DEALERS.—TAYLOR, RANDALL & Co., being well acquainted with the Woollen Manufacturers in Yorkshire and the West of England, are prepared to receive consignments of the Raw Material.

BANK OF INDIA.—FOURTH CALL.—Notice is hereby given, that in terms of a Resolution of the Board of Directors, a Fourth Call of Rs. 50 per Share will be payable by the Shareholders, at the Bank's Office here, on or before 1st March, proximo, after which date interest at the rate of 9 per cent. per annum will be charged on all Unpaid Calls.

By order of the Board of Directors,
R. D. PEEBLES, Manager.

NOTICE TO SHIP-MASTERS, RAILWAY CONTRACTORS, HOUSE-BUILDERS, &c.—Timber of every description, Masts, Spars, Teak-wood, Eagle Wood, and all kinds of Planks, Deals, Battan, Pine and other kinds of Timber, at moderate prices. Apply to BOMANJEE RUTTONJEE, Warree Bunder.

EUROPEAN PENSIONERS' AND WIDOWS' HOME, TARDEO.—Supported by Voluntary Contributions.—Donations to the above Institution of Clothes, Books (suitable for the Pensioners' Library), will be thankfully received and duly acknowledged by the Secretary.

Major J. T. ANNESLEY, Treasurer, Captain TERNEY, Secretary.

DECCAN COTTON CLEANING COMPANY.—CALL OF Rs. 150 PER SHARE.—NOTICE.—In the terms of a Resolution of the Directors of this Company, a Call of Rupees 150 per Share will be payable at the Office of the undersigned on or before the 20th February 1864.

FULCHER, COOPER & Co., Secretaries and Treasurers.
No. 7, Rampart Row, Bombay, 20th Jan. 1864.

BOMBAY CONTRACT AND BUILDING COMPANY (LIMITED.)—TO SHAREHOLDERS.—NOTICE.—At a Meeting of the Directors held at the Company's Offices, on MONDAY the 15th Instant, it was resolved,—"That all Shares, which have become forfeited owing to the non-payment of the Second Call, will be distributed among the other Shareholders in any way the Directors many deem proper on Monday next, the 22nd instant, unless any defaulting Shareholder should redeem his Share or Shares by payment to the Chartered Bank of India, Australia, and China, of the said Call and 15 per cent. interest from the 1st November, (the date) on which the Call became due; on or before Saturday, the 20th instant."

A. CUMMING, Secretary.

Bombay, 16th February 1864.

COTTON GINNING COMPANY (LIMITED.)—A Special General Meeting of the Shareholders of the Cotton Ginning Company (Limited) will be held at the Office of the Secretaries and Treasurers on WEDNESDAY, the 24th February, instant, at half-past twelve in the forenoon, for the purpose of considering the following Resolution :—

"That it is desirable that an amalgamation should be effected with the Mofussil Cotton Press Company (Limited), and it invitable discussion be requested to take the necessary steps for effecting such amalgamation.

By order of the Directors,
W. NICOL & Co.,
Secretaries and Treasurers.

Bombay, 16th Feb. 1864.

THE COORLA SPINNING AND WEAVING COMPANY (LIMITED.)

NOTICE.—The half yearly Ordinary General Meeting of the proprietors of this Company will be held at the Office of Messrs. FULCHER, COOPER and Co., No. 7, Rampart Row, on Monday the 29th day of February 1864, at 1. P.M., to receive the Directors' report, to declare a Dividend for the half year ending 31st December 1863, to elect Directors and to change the name of the Company from the Coorla Spinning and Weaving Company Limited to the Bombay Borunjee Coorla Spinning and Weaving Company Limited.

W. COOPER, Chairman.

Bombay, 4th February 1864.

BOMBAY HOUSE AND LAND INVESTMENT COMPANY (LIMITED.)

CALL OF RUPEES (300) THREE HUNDRED PER SHARE.

NOTICE IS HEREBY GIVEN, that in pursuance of a resolution of the Board of Directors, a Call of Rupees (300) Three Hundred per Share will be payable at the Office of the Company on or before the 22nd February next.

By order of the Directors,
ALEX. FORBICE & Co.,
Secretaries and Treasurers.

8 Hornby Row, Bombay, 28th January 1864.

BROACH COTTON MILLS COMPANY.

NOTICE IS HEREBY GIVEN, that an Annual General Meeting of the Shareholders of the Broach Cotton Mills Company, will be held at the Office of the undersigned, in Bruce Lane, on MONDAY, the 29th February 1864, when the Secretaries will lay before the Meeting a Report on the results of the working of the Mills during the past year.

JAVERILAL UMIASHUNKAR & Co.,
Secretaries Broach Cotton Mills Company.

Bombay, 29th January 1864.

TO THE SHAREHOLDERS OF THE BROACH COTTON MILLS COMPANY.—Notice is hereby given that in accordance with a Resolution of the Directors dated the 28th January 1864, a dividend at the rate of Rs. 50 per share (free of Income Tax) will be payable to the Shareholders of the Broach Cotton Mills Company at the office of the undersigned, on and after the 1st March 1864, for the half-year which ended on the 31st December 1863.

The Transfer Books of the Company will be closed from the 23rd instant, to the 1st March 1864.

By order of the Directors,
JAVERILAL UMIASHANKAR & Co.
Secretaries and Treasurers Broach Cotton Mills Company.

Bruce Lane, Bombay, 2nd February 1864.

BYCULLA COMMISSION STABLES, VETERINARY HOSPITAL, AND SHOEING FORGE, BELLASIS ROAD.—The undersigned, Member of the Royal College of Veterinary Surgeons, London, and Fellow of the Veterinary Medical Association, London, can be consulted at all hours at the above Hospital, and has received instructions to conduct the whole Establishment, in the absence of Mr. G. LEWIS.

W. CLEMENTS.

GREAT INDIA PENINSULA RAILWAY COMPANY.

CONTRACT FOR MOULMEIN OR RANGOON TEAK TIMBER.

NOTICE IS HEREBY GIVEN, that the Directors are prepared to receive Tenders for the supply of 1,800 Tons of Moulmein or Rangoon Teak Timber, to be subject to the approval of the Company's Locomotive Superintendent, and to be delivered at the Company's Stores Depot, Byculla, in quantities of not less than 150 Tons per month, for a period of twelve months, commencing from the 1st June 1864.

Forms of Tender and any information that may be required with reference to the Contract can be obtained on application at this Office.

Tenders sealed up and marked outside "Tender for Moulmein or Rangoon Teak Timber" must be lodged at this Office by 12 o'clock at noon on TUESDAY, the 23rd February next.

The Directors do not undertake to accept the lowest, or any, Tender.

By order,
G. A. BARNETT, Acting Secretary.

Byculla, Railway Office, 30th December 1863.

NOTICES.

NTED.—An Office in the Fort by an European Firm. Apply to R. & Co., *Bombay Gazett. Office.*

BOMBAY CONTRACT AND BUILDING COMPANY (LIMITED.)—TO SHAREHOLDERS.—Share Certificates are now ready for issue in exchange for Deposit Receipts for Second Call.

No Share business transacted after 1 P. M. on Saturday and 4 P. M. on other week days.

A. CUMMING, Secretary.

11, Apollo Street, 17th February 1864.

NOTICE.—GOVERNMENT FIREWOOD DEPOT.—All persons resident in Bombay desirous of obtaining more than nine Candies (six Cart loads) of Wood are requested to register their applications before the 25th instant.

2nd.—The charge for Wood delivered is Rs. 10 per Cart load of 1½ Candies.

3rd.—All applications should be addressed to Mr. W. WILLIAMS, Assistant Conservator of Forests, Post Office, Bombay.

E. P. ROBERTSON,
Acting Collector.

For Assistant Conservator of Forests, Tanna.
Tanna, Collector's Office, 12th February 1864.

NAVIGATION AND LOCAL MARINE BOARD EXAMINATION.—The undersigned (who holds a Certificate (Extra) of Competency from the Board of Trade) having his Mornings from 7 to 10, and Evenings from 5 to 8, unoccupied, is prepared to give LESSONS IN NAVIGATION, and to prepare Candidates for Marine Board Examinations in accordance with the Regulations of the Board of Trade.

Testimonials can be seen on application.

References kindly permitted to :—

Captain J. W. YOUNG, C.B. (late I.N.,)
Superintendent Bombay Marine.
Captain W. C. BARKER, (late I.N.,)
Master Attendant.
Captain G. T. ROBINSON, (late I.N.,)
Superintendent Floating Batteries.
Captain HAYMAN, Shipping Master.
Captain DIXON, Lloyd's Surveyor.

☞ Shipmasters' Chronometers carefully tested and rates determined for them if required.

J. WILLIAMS,
5. Bake House Lane, Fort. Late Master R.N. & I.N.

THE PANCHGUNNY SCHOOL COMPANY (LIMITED.)

CAPITAL Rs. 1,00,000, in 1,000 SHARES of Rs. 100 each.

DIRECTORS.

Chairman—The Hon. M. H. SCOTT, Member of Council, &c.

H. GAMBLE, Esq., Official Assignee.
The Rev. FRANCIS GELL, Poona.
HERBERT GIRAUD, Esq., M.D., Grant Medical College.
ARTHUR M. MOORE, Esq., Messrs. Blackwell & Co.
JOHN PEET, Esq., M.D., Grant Medical College.
W. TREVOR ROPER, Esq., Messrs. Lawrence & Co.
The Rev. J. F. SPRING, Bombay. *With power to add to their number.*

Solicitor—G. S. JUDGE, Esq.
HON. SEC.—The Rev. J. J. FARNHAM.

The object of this Company is to provide the means of affording a liberal Christian education to children, in a healthy locality which shall be easily accessible to their parents.

Applications for Shares to be made to MESSRS. HOWARD and BROWN, No. 1, Rampart Row.

CHLORODYNE.—CHOLERA DYSENTERY, DIARRHŒA, CRAMP AGUE, FEVER RHEUMATISM, &c.—All pain, vomitting, and distress ceases in a few minutes after taking a dose of that wonderful SEDATIVE ANODYNE and ANTISPASMODIC remedy CHLORODYNE.

Discovered by Dr. J. Collis Browne, M.R.C.S.L. (ex-Army Med. Staff) the recipe of which was confided solely to J. T. Davenport, 33, Great Russell-street, Bloomsbury-square, London (Pharmaceutical Chemist). The medical testimony of civil, hospital, and military and naval practitioners pronounces it *Incalculable*. It relieves pain of any kind, soothes the restlessness of fever, and imparts the most refreshing sleep, without producing or leaving any of the unpleasant effects of opium.

As a proof of its efficacy a few extracts from numerous testimonials by Physicians and Surgeons are given :—

From W. Wastall Esquire, M.D., Hon. F.R.C.S., England, formerly Lecturer upon Anatomy and Physiology at St. George's School of Medicine,—"I have used it in Consumption, Asthma, Diarrhœa, and other diseases, and am most perfectly satisfied with the results."

Dr. Gibbon, Army Medical Staff, Calcutta.—"Two doses completely cured me of Diarrhœa."

From C. Y. RIDUT, Esq., Gunmaker, Egham.—"As an Astringent in severe Diarrhœa, and an antispasmodic in Colic with Cramps in the Abdomen, the relief is instantaneous."

Extracts from the GENERAL BOARD OF HEALTH *London, as to its efficacy in Cholera.*

1st Stage, or Premonitory—in this stage the remedy acts as a charm, one dose generally sufficient.

2nd Stage, or that of Vomiting and Purging—In this stage the remedy possesses great power, more than any other we are acquainted with, two or three doses being sufficient.

3rd Stage, or Collapse—in all cases restoring the pulse. So strongly are we convinced of the immense value of this remedy, that we cannot too forcibly urge the necessity of adopting it in all cases.

From DR. MONTGOMER, late Inspector of Hospitals Bombay.—"Chlorodyne is a most valuable in neuralgia, asthma, and dysentery. To it I fairly owe my restoration to health, after eighteen month's severe suffering, and when all other medicine has failed."

CAUTION.—In consequence of the extraordinary Celebrity of the remedy, unprincipled parties have been induced to vend imitations. Never be tempted to buy Chlorodyne, except in sealed bottles, having the Government stamp, with the words "Dr. J. Collis Browne's Chlorodyne" engraved thereon. Sold by all full of medical testimonials accompanies each bottle. Sole manufacturer J. T. DAVENPORT, 33, Great Russell-street, Bloomsbury, London. Sold in bottles 2s. 6d. and 4s 6d.

Agents for Calcutta—SCOTT THOMSON & Co.
Agents for Bombay—TREACHER & Co.
Agents for Madras.—C. M. BYRAM.

FOR SALE.

BOOTS AND SHOES.—Large and varied assortment just received Overland.

ESPERANCE & HANNAH.

J. ELLWOOD AND SONS, LONDON.—For really good, latest fashioned, largely assorted, and moderately priced HATS, please call at

ESPERANCE & HANNAH.

NOTICE.—PONDICHERRY CIGARS, No 2, or "Rajah's," the above have just been landed. Apply to

ESPERANCE & HANNAH.

FOR SALE BY PRIVATE CONTRACT.—The splendid Screw Steam Yacht THULE, built of Iron, by Todd, McGregor & Co., of Glasgow, in 1863, dimensions as follows:—length 144 feet, breadth 23 feet, depth of hold 12 feet, tonnage 213.88. Engines direct acting inverted Cylinders of 80 horses power, of the best possible manufacture. She can now be seen in the Government Dry Dock. For further particulars apply to Captain CRUICKSHANK, Steam Ship *Kentagoo*, off the Apollo Bunder.

FOR SALE ON COMMISSION at the Byculla Commission Stables the following Horses, Racers, &c. :—

G. A. H. "Champion."
G. A. G. "Sultan."
G. A. G. "Laddie."
B. A. G. "Bauker."
G. A. H. "Marmion."
C. A. H. "Cheesecake."

A Dark Iron Grey Arab Horse.
A Ditto Galloway.
A Pegu Poney, strong and useful.
A Dog Cart complete.
A Self-driving Carriage, with moveable Box, &c.—Apply to the undersigned.

W. CLEMENTS, Veterinary Surgeon,
Byculla Commission Stables.

Bombay, 10th February 1864.

FRESH GYMKHANA KIT.—CRICKET BATS with Ash, Cane, and Whalebone Handles, best MATCH BATS, by DUKE, CLAPSHAW, and PAGE.

Brass and Box Tipped Stumps.
Leg Guards.
Wicket Keeping and Tubular Elastic Batting Gloves ; Best Treble Sewn Balls, by DUKE.
Racket Bats and Balls, and Spare Gut.
Foils and Masks.
Single Stick Guards and Masks for Protecting the Face and Head.
Hunting and Riding Whips.
Elastic Riding Belts.
Boxing Gloves.
Foot Balls.
Quoits.
Swimming Belts.
Gentlemen's Riding Belts.

TREACHER & Co., (LIMITED.)

Bombay (Fort and Byculla) and Poona.

TO ENGINEERS, CONTRACTORS, AND MACHINISTS.—THE undersigned have on hand, and for arrival, the undernoted Engines, and other machinery, from the Engineering works of Messrs. T. M. Tennant & Co., Edinburgh and Leith.

12 H. P. Horizontal high pressure Steam Engine.
10 H. P. Upright Steam Engine and Boiler.
4 H. P. Portable Steam Engine and Multitubular Boiler.
Portable Punching and Shearing Machines.
Planing Machine.
Drilling Machines, double geared, Self-acting.
Screw Cutting Gap Lathe.
Single and Double Acting Donkey Pumping Engines.
Self-acting Saw Bench, with Saws complete.
Circular Saws.
Lithographic Presses ; various sizes.
A set Heavy Plate Bending Rollers, on base plate.
Spigot and Fancel Pipes.
Ornamental Cast Iron Garden pumps, with handles, various sizes.
Steel Mill Picks, and handles, &c. &c.

For full particulars, purchasers are requested to apply to Mr. Andrew Laing, Machinist, Girgaum Road, where tracings of all the Machinery may be seen.

FRAMJEE, SANDS & Co.
Agents to Messrs. T. M. Tennant & Co.

Bombay, 10th February 1864.

SUN FIRE OFFICE.—The undersigned are prepared to accept risks against Fire on Dwelling and Warehouses within and outside the Fort Walls.

For particulars apply to

LECKIE & Co., Agents Sun Fire Office.

GOVERNMENT ADVERTISEMENT.

PEARL FISHERY.

NOTICE is hereby given, that a Pearl Fishery will take place at Aripo, in the Island of Ceylon, on or about the 2nd of March next, 1864 ; and that the Bank to be fished is the North-West Cheval Paar Bank, estimated to contain Oysters sufficient to employ Seventy-five Boats for Twelve days.

It is therefore recommended, that such Boat-owners and Divers as may wish to be employed at the said Fishery, should be at Aripo on or before the 20th February next. And it is particularly notified, that the first day's fishing will positively take place on the first day in March that the weather may permit the Boats to fish.

The Fishery will be conducted on account of Government, and the Oysters put up to sale in such lots as may be deemed expedient.

The arrangements of the Fishery will be the same as have been usual on similar occasions.

All payments to be made in ready money in Ceylon Currency, or in

Drafts on the Banks in Colombo, or Bills on the Agents of this Government in India, at Ten days' sight, will be taken, on Letters of Credit being produced to warrant the drawing of such Drafts or Bills.

For the convenience of purchasers, the Treasurer at Colombo and the different Government Agents of Provinces, will be authorized to receive Cash Deposits from parties intending to become purchasers ; and Receipts of these Officers will be taken in payment of any sums due on account of the Fishery.

No deposit will be received for a less sum than Fifty pounds.

Colonial Secretary's Office,
Colombo, 8th December 1863.

By His Honor's Command,
W. C. GIBSON,
Colonial Secretary.

Statement of the Produce and Valuation of 12,000 *Oysters taken from the North-West part of the Cheval Paar, in November* 1863.

No	Description.	Size in Baskets.	Number.	Quality in Chew.	Weight. Kilogms.	Manjidies	Total. K.	M.	Value. R.	A.	P.	Total value. R.	A.	P.	Rate of Valnation in Pagodas. Per Chew.	Per Kalengy.
1	Kalippo	...	20	3	—	11	—	—	6	9	0	—			—	at 80 Star Pagodas.
2	Korowell	...	—	3	—	1½	—	—	2	14	0	—			at 15 do. do.	do. do.
3	Pecsel	...	—	19	—	10¾	—	—	7	6	1	—			— at 4 do. do.	
							0	18¾				16	13	1		
4	Anothary	...	30	3	5½	—	1½	—	7	1	0	—			at 12 Star Pagodas	at 25 do. do.
5	Kalippo	...	—	3	2	—	—	—	3	4	2	—			—	at 12 do. do.
6	Korowell	...	—	6	1½	—	—	—	3	15	0	—			—	at 3 do. do.
7	Pecsel	...	23	—	7½	—	—	—	4	1	3	—			—	
							0	11½				18	6	1		
8	Anoy	...	50	3	3½	—	3½	—	3	7	0	—			at 15 do. do.	
9	Anothary	...	—	5	3½	—	2	—	5	10	0	—			at 14 do. do.	at 16 do. do.
10	Kalippo	...	—	40	—	8½	—	—	23	6	2	—			—	at 10 do. do.
11	Korowell	...	—	45	—	11½	—	—	20	2	0	—			—	at 2½ do. do.
12	Pecsel	...	—	87	1	13	2	—	11	2	2	—			—	
												63	12	0		
13	Anoy	...	80	4	5½	—	4	—	2	10	0	—			at 16 do. do.	
14	Anothary	...	—	12	3½	—	1½	—	7	0	3	—			at 14 do. do.	at 12 do. do.
15	Kalippo	...	—	49	—	9¾	—	—	14	7	0	—			—	at 7½ do. do.
16	Korowell	...	—	76	—	12¾	—	—	16	2	0	—			—	at 2 do. do.
17	Pecsel	...	—	111	—	16½	—	—	5	12	0	—			—	
							1	17½				46	4	0		
18	Vadivoe	}	100	—	3½	4	13½	—	—			—			—	at 3 Rupees.
19	excluding		200	—	4½	5	15½	—	—			—			—	at 1½ Star Pagodas
20	Madeugoe		400	—	9½	2	7½	—	281	14	2	—			—	
								11	16½			281	14	2	at 7 do. do.	
21		{	600	—	5	—	—	—	—			—			—	
22	Tool		800	—	3	11½	—	—	—			—			—	
23		{	1000	—	1	17½	—	—	110	0	2	—			at 3 do. do.	
							10	8				110	0	2		
24	Masottool	...	—	—	3	10	3	10	10	8	0	—			at 3 Rupees.	
25	Shell Pearls	...	—	—	0	0	0	0	36	12	0	—			at 1½ Star Pagodas	
												47	4	0		
					Total...		31	1	Total...			584	6	3		

W. C. TWYNAM, Supt. Pearl Fishery.
JAMES DONNAN, Inspector Pearl Banks.
H. M. TURCHIN, Adigar.

Selavetorre, 28th November 1863.

FRAMJEE, SANDS & Co.
Agents for H. M.'s Ceylon Government.

MESSRS. SYKES & Co, HUMMUM STREET, FORT.—HAVE just received, by the last Mail a lot of Photographic Chemicals, Albuminized Paper being selected by Mr. Sykes now in England.

Cartes de Visite and Stereoscopic Portaits of the Prince and Princess of Wales, and Rao Bahadoor Ramchunder Balcrustnajee.

They also beg to bring to notice, that they hold a very choice stock of Albums, and Gold Lockets, of very choice designs, together with an assortment of Cameras, Lenses, and Photographic requisites, of every description.

PONDICHERY CIGARS AND CHEROOTS FOR SALE.—TREACHER & CO., (LIMITED) are in receipt of a batch of Cigars and Cheroots, sizes Nos. 1, 2 and 3.

BATHS. BATHS, BATHS. Athenian Hips, Sitz, Canadian, and Foot Baths.
Smaller Sized Oval and Round for Children.
Travelling ,, ,, with Covers and Straps.
TREACHER & Co., (Limited.)

LOYSELS' HYDROSTATIC COFFEE and TEA URNS, in block, tin and copper bronze of sizes. The neatest and most economical Coffee Urn in use.
Nursery Lamps, complete with Congee-pot, &c.
TREACHER & Co. (Limited.)

HOMŒOPATHIC PREPARATIONS.—Messrs. LEATH and ROSS have sent to the undersigned agencral supply of Homœopathic Medicines, including Tinctures and Globules ; also the Homœopathic Belt or Liver Complaints by Headland. TREACHER & Co., (Limited)
Bombay, the Fort and Medical Hall, Byculla.

FLOWER SEEDS.—In packets of 25 varieties of the best selected annuals, &c. received monthly Overland.

VEGETABLE SEEDS.—In packets containing choice selections of 10 and 20 varieties received monthly Overland. TREACHER & Co., (Limited.)
Medical Hall, Byculla, the Fort and Poona.

CERTAIN CURE FOR DIARRHŒA AND DYSENTERY.—POGSON'S COMPOUND BAEL POWDER cures these painful and hitherto fatal diseases with remarkable celerity. It has been very extensively prescribed for infants and children by leading physicians, and with invariable success.

The above put up in pound and half pound canisters can always be obtained at our establishements in the Fort, Byculla, and Poona. TREACHER & Co., (Limited.)

FILTERS, FILTERS, FILTERS.—LIBBS-COMPS FILTERS of sorts.
Robert's Stone Filters of sizes.
Wickered Earthenware do.
The French Bottle from 1 Qt. to 1 Gallon sizes.
Basket Filters Qt., 4 Qts. to 8 Gallon sizes.
TREACHER & Co., (Limited.)

Bombay (Fort and Byculla) and Poona.

SELECTED TEAS FROM CHINA.—Messrs. TREACHER & Co. (Limited) have made arrangements with Messrs. Jardine, Matheson & Co., China, for CONSIGNMENTS of the BEST TEAS selected by J. M. & Co.'s Tea-taster at Canton.

Flowery Pekoe,
Souchong, ,,
Best Mixed Souchong and Pekoe,
Do. do. do. and Hyson,
Do. Orange Pekoe,
Do. Green Teas

NEW ADVERTISEMENTS.

WANTED A COMPETENT BOOK-KEEPER. He must have a thorough knowledge of double Entry. Apply at the Office of the Albert Spinning and Weaving Company, Parell.

NOTICE.—CONSIGNEES OF CARGO per Ship *Caroline Agnes*, arrived from London, are requested to despatch boats at once to take delivery, failing the same will be landed by the Captains at the risk and expense of the concerned.

W. NICOL & Co.,
Agents of Ship *Caroline Agnes*.

Bombay, 18th February 1864.

"SCOTTISH ORPHANAGE."—A collection in aid of the funds of the "SCOTTISH ORPHANAGE" will be made in the Free Presbyterian Church, Esplanade" next Lord's day, the 21st instant. It is hoped that the friends of the institution will attend and contribute as liberally as possible on the occasion.

FLETCHER AND MITCHELL have just received per *Myrtle* and other ships, Ornamental Cast Iron Guttering and Rain Water Pipes, Galvanised Corrugated Sheet Iron, Wrought Iron, and Lead Piping.

Fire Brick and Fireclay.

Portable Steam Engines, by Claxton and Shuttleworth, Bar and Plate Iron.

Joiners, Engineers and Contractors, Tools, &c. &c.

Metal Mart, Borree Bunder, February 1864.

BANK OF BOMBAY.—NOTICE IS HEREBY GIVEN, that a Special General Meeting of the Proprietors of the Bank, will be held under Section V of Act X. of 1863, on the 7th proximo, when a proposition will be laid before the Meeting to consider the expediency of a further increase to the Capital of the Bank, to the extent of Rs. 52,25,000.

By order of the Board of Directors,
JAMES BLAIR, Secretary and Treasurer.

Bombay, 18th February 1864.

NOTICE IS HEREBY GIVEN, that GUNGABAEE widow, of the late BAPOO PANDOORANG, of Bombay Hindoo, Inhabitant, has contracted to sell the Messuage, Tenement, or Dwelling House, built and standing upon the Fazendaree Ground now belonging to JEWAJEE NANACHJEE, Esq., assessed No. 81, situate in an Oart called Telkowdy, near Wittulwaddy Street, in the Island of Bombay, measuring 18 feet or thereabouts in breadth, on the South side including the passage or Gulley, and 17 feet or thereabouts in length on the West side at the end or rear part of the house, and 69½ feet or thereabouts in length on the East side thereof, and 71 feet or thereabouts in length on the West side thereof, bounded on the East by the dwelling-house now or lately belonging to Shamjee Lalljee, on the West by the passage or gullee and the dwelling-house, now or lately belonging to Narrayen Luxanoojee, on the North by the dwelling-house now or lately belonging to Nanjeeanee Pudeeur, and on the South by the public street called Wittulwaddy Street aforesaid; any person having any claim or demand by way of Mortgage inheritance or otherwise on the abovementioned premises, is requested to make the same known to us, as Solicitors for the purchaser at our Office in Rampart Row, within 14 days from the date hereof, otherwise the purchase will be completed without reference to such claims.—Dated this 19th day of February 1864.

ACLAND AND PRENTIS, Purchaser's Solicitors.

MR. J. NEUBERG, 23, Byculla, has much pleasure in announcing the receipt, ex *Edwin Fox*, of a fresh Consignment of very handsome TOYS in great variety, of which he invites inspection.

They are priced very moderately, in order to ensure a speedy sale.

MR. J. NEUBERG, 23, Byculla, has received a small but choice selection of Telescopes, Binocular Field and Sea Glasses, Opera Glasses tastefully mounted in Ivory, Horn, and Lacquered Metal, with Leather Cases, Spectacles, variously mounted, for Ladies and Gentlemen, with Convex and Concave Glasses, Plain, Smoked, and coloured Riding Spectacles, mounted in Gold, Silver, and Steel, Double Eye Glasses, Hunting Telescopes, Stereoscopes, Pocket Stereoscopes, Spare Object Glasses, Concave Glasses for Spectacles.

Fancy Leather Goods, such as Portfolios, Albums for Carte de Visites, Writing Cases, Ladies' Companions, Pocket Books, Frames for Photographs, &c.

Bronze Goods, of Artistic character and highly-finished, such as Statuettes, Groups of Animals, Vases, Table Ornaments.

Violin Strings and Bows.

STEREOSCOPIC VIEWS of the most magnificent Italian, Swiss and German scenery, received by last Overland Mail.

J. NEUBERG, 23, Byculla.

ST. ANDREW'S LIBRARY.
THACKER, VINING & Co.

French Novels, &c.	Rs.	A.
Voyage en Oricut par de Lamarline.... ...	2	4
La Chute d'un Auge (Episode) de Lamaritine ...	2	4
Komarttenave chez le village de Lamartine. ...	2	4
ReGueillements (Poctiques discours) ditto...	2	4
Harmonies Poctiques et Religieuses ditto	2	4
Nouvelles Meditations ditto	2	4
Premieres Meditations (Poesiques La Mois de Socrase	2	4
Alba, par Louis Ernaulf	2	0
Les Trois Poeses Nouvelles, par Arthur Arnould ...	0	12
Les Geus de Mer par Leopold Dallis	2	0
Le Grand Desert, par Dumas	1	0
La Vie Arabe, par Felix Mornaud	1	0
Les Beaux Arts en Europe, Theophile Gansice ...	0	12
Histoire Des Causes, dela Guerre D'orient Engine Toscade	2	0
Danle es France, Alexandre Dumas	2	0
Villageois de La Foret Noire par Max Buchon ...	1	8
La Comedie du Parquet par Arnould Frecuy ...	1	8
Les drames de village Antoine Querard 2 vol ...	4	8
Le Comte Rostia, par Victor Cherbuliez	2	4
Les Meilleurs Pages de La Landelle	1	8
Jean es Jeanneses, Les Roues Innocents par Theopolnic Gantier	1	8
Suzanne Duchesnie, par Louis Ulbach	1	8
Le Vielles Lames dans Avocat par Frederic Thomas.	1	8
Scenes de la vie Clericale, julian Saviqr ...	1	8
(Champfleury,) Les Excentriques	1	0
Les Soirees de Chaumiere par Eugene Chapus ...	1	8
Une Jambe de Moices, par Ernest Serrct	1	8
A Pied, es en Wagon, par Eacil Deschaud.... ...	2	12
Souvenirs d'uni Prisonnier de Guerre au Mexique...	3	0
Les Freres de la Gouge par Emannel Gonrales ...	1	8
Histoire d'und Homme par Amedee achard	1	8
Une Aventure sur la Mer Rouge, par Louis Deville.	2	8
Voyages es Chasses dacis L'Himalaya par Jules Gerard	2	4
Fables de Florian, Eglogues et coules en vers illustia	5	0
L'Heritage et d'autres contes par Mme. Leanie D'annes	1	8
Le Chemis des Ecoliers par X. B. Saintine avec. 450 vignettes...	16	0
Mesaciennes es Chanes populaires, par G. Delavigne	5	4
Les Mysteres de Paris par Eugene Sue, 10 vol. ...	7	8
Le Vigie, de Koat.—Ven Roman Maritime par Eugene Sue, 3 vol...	2	4
Arthur par Eugene Sue, 4 vol.	5	0
Latreamont par do. 2 vol.	1	8
Themis Dmoyer do. 2 vol.	1	8
Comedies Sociales do.	0	12
Deleytar, Pudolphin, Kardiki Eug. Sue	0	12
Deux Histoires 1772-1810, par Eugene Sue, 2 vol. ...	1	8
La Gongaratcha do. 2 vol.	1	8
La Salamandra do. 2 vol.	1	8
Jean Cavalier, par Eugene Sue, 4 vol.	3	0
D'une Mort par Jules Janin, Edition illustree ...	5	0
Logons D. Armes	7	8
De Compagnou des Tour de France par G. Sand, 2 vol.	1	8
Impressions de Voyage Alexandre Dumas, 2 vol. ...	3	8
Les Sept Cordes De la Lyre par George Sand, 2 vol...	1	8
Les Mesistopieas do.	0	12
Isidora Journal d' unsolitaire a Paris, do. ...	0	12
Les Mastres Mosaistes, par do.	0	12
Revue de deux Mondes	1	0
Annaire de Revue des deux Mondes....	2	8
Manuel de Philosophie Ch. Renouvier	2	8
La Musique par M. Jelis	2	0
Les Lois, de Raton	2	0
Letas Republique de Raton traduction de Gron ...	4	0

N. B.—The greater number of the above have been reduced in price in order to ensure a speedy sale.

THACKER, VINING & Co.

ST. ANDREW'S LIBRARY.
THACKER, VINING & Co.

THE following additions to the Miscellaneous Department have been received by the present steamer.

DRAWING MATERIALS.			
Mounted Drawing Paper, 26 inches wide ...	Rs.	2	8
do. do. 36 ...		3	0
Whatman's Demy Paper, H. P. per quire sheet ...		4	0
Royal do. do.		16	0
Double Elephant do. do.		12	0
Solid Sketching Blocks Whatman's Griffin Atequinan. Imp. 8vo....		6	0
16 mo. Antequarian ...		8	0
4vo. Imperial		10	0
Solid Sketch Books half bound 8vo. Imperial ...		8	0
do. 16mo. Antiquarian...		10	0
do. 4vo. Imperia ...		14	0
Boxwood Plotting scales with offsetts in Mohogany cases		20	0
Ivory Scales, 12 inches 8ft. to 1 inch		12	0
Drawing Pens Ivory Handles Jointed... ...		6	0
SALOON RIFLES.			
No. 3 Bore finished plain barrel with cleaning Rod			
Woolen cover and 100 caps		90	0
do. twisted Barrel		100	0
UNFRAMED PICTURES.			
Lady Clementina Hawarden Colored print		18	0
L'Indiscrélé a Hand colored Photograph		25	0
The Queen a ditto after Winterhalter		32	0
The Late Prince Consort do.		32	0
Aglae do. a Hand colol. Photph mounted... ...		35	0
Haidus Madness do. do.		35	0
Confession do. do.		35	0
Au Bord de la Mer		32	0
Au Bord de la Cave		32	0
Charle Dickens a Lifes Portrait Plain Photo. ...		5	0
CARTES DE VISITE.			
Messrs. Thacker, Vining & Co. have received a further consignment of the above comprising many celebrities, Coloured ... ...2-8 plain		1	8
STEREOSCOPE SLIDES.			
The Alpine Club Slides, being faithful Pictures of the grandish and most beautiful portions of Alpine scenery... ... ... each ...		1	8
CHEROOT BOXES.			
Invaluable to Smokers, as they keep Cheroots dry during the monsoon, they are manufactured of Japanned block tin lined with tin foil and fitted with patent lock and key		24	0
GILT KEY RINGS.			
Swan's Bill Pattern, of sizes ... ... Rs. 8 to ...		1	0
MORDON'S PENHOLDER.			
Silver Slips and Ivory handles engine turned flushed and plain		4	0

THACKER, VINING & Co.

POSTAL NOTICES.

OVERLAND MAIL.

The Overland Mail, per P. & O. Company's Steamer *Malta*, will be closed on MONDAY, the 29th February, at 7 o'clock A.M. An after-packet will be kept open, on payment of the usual fee of 8 annas (which must be prepaid by Stamps), until 8 o'clock A.M.

CHINA MAIL.

The Post Office Packets for Ceylon, Penang, Singapore, and Hongkong, per P. & O. Company's Steamer, *Behar*, will be closed on SUNDAY, the 28th February, at 6 o'clock P.M. A packet for late letters will be kept open, on payment of the usual fee, until 7 A.M. of the 29th.

Letters, &c., for Australia will be despatched direct by this opportunity.

KURRACHEE AND SIND MAIL.

The Mails for Kurrachee, and Sind, per Steamer *Euphrates*, will be closed 12 hours after the arrival of the next Overland Mail.

NOTICE.

The dates of departure of the P. and O. Company's mail steamers during the present year for Suez will be the 14th and 29th of each month at 10 A. M., except in the monsoon months when they will start on the 9th and 24th, commencing from the last mail in May to the first mail in September, both mails inclusive.

The mail steamers for China will as heretofore leave Bombay on the 14th and 29th throughout the year at 9 A.M.

CALENDAR.—FEBRUARY, 1864.

PHASES OF THE MOON.

Full Moon, Monday ..... 22nd 9h. 52m. P.M.

Days.	Dates.	Sundays, Festivals, &c.	Sun rises.	Sun Sets.	High Water Bombay Harbour. Morn	High Water Bombay Harbour. Even	Evening Gun-fire.
			h. m.	h. m.	h. m.	h. m.	h. m.
Fri.	19	Saturn rises 9h.16m.	6 28	6 0	9 20	9 42	
Sat.	20	Daybrek at 5h. 12m.	6 27	6 1	10	2 10 20	
Sun.	21	2nd Sunday in Lent.	6 26	6 2	10 37	10 53	
Mon.	22	Twilight ended 7.16	6 26	6 2	11	8 11 23	
Tues.	23	Saturn sets at 8.49.	6 25	6 2	11 39	11 54	
Wed.	24	St. Matthias.	6 25	6 3	—	0 8	
Thur.	25	Venus rises at 4.16	6 24	6 3	0 22	0 37	

17th February 1864.
Time—7h. 58m. 57 s.4.

LATEST DATES RECEIVED.

ADEN	Feb. 6	KURRACHEE	Feb. 13
AGRA	Feb. 13	LAHORE	Feb. 10
ALLAHABAD	Feb. 13	LONDON	Jan. 18
AUSTRALIA	Dec. 26	MAURITIUS	Dec. 5
ALEXANDRIA	Dec. 15	MADRAS	Feb. 12
BANGALORE	Feb. 12	MALTA	Jan. 10
CALCUTTA	Feb. 10	MEERUT	Feb. 9
CAPE	Dec. 16	OUDH	Jan. 30
CEYLON	Jan. 30	PEGUAUP	Jan. 27
COCHIN	Feb. 5	PENANG	Jan. 24
DELHI	Feb. 11	RANGOON	Dec. 6
FRANCE	Jan. 19	SUEZ	Jan. 29
HONGKONG	Jan. 19	SINGAPORE	Jan. 22

The Bombay Gazette.

FRIDAY, FEBRUARY 19, 1864.

THE *Times of India* has returned to its old custom, which we had hoped was grown into disuse, of attempting to bring the administration of justice in the High Court of Bombay into contempt, by insinuations or direct assertions to the effect that the conduct of the English Bar and Barrister Judges does not come up to that high standard of ability and public virtue which has always been maintained in the Civil Service of India. We are confident that the older and wiser members of the Civil Service repudiate with just indignation such malicious endeavours to excite class prejudices and hatreds and destroy the character of English courts of justice as provoked yesterday the vehement denunciation of Mr. Anstey and the dignified scorn of Sir Matthew Sausse. One would have thought that the reputation of the Chief Justice at all events—who lately went out of his way to bestow upon a Civil Servant the lucrative office of Registrar of the High Court—would have been safe from the attacks of libellers who think they are likely to save the Civil Service from decay by exaggerating all its worst and most narrow-minded peculiarities, and who profess to believe that no barrister is capable of recognizing merit beyond the limits of his own profession. But it seems that no Judge, however independent and high-minded, is to escape the calumnies of writers whose virulence is only equalled by their ignorance of the matters of which they write. The *Times of India* has the audacity to declare that "at present the efforts "of both the Bar and the Bench of the High "Court, so far from being directed to this end "[that of seeing whether the Code of Civil procedure is, or is not, applicable to the circumstances of the country], seem directed rather to "a systematic evasion of a new law, which has "been found remarkably efficient, whenever "carefully and conscientiously administered, "throughout the greater part of this great "country." Now, we need not discuss whether the Code of Civil Procedure works well or badly in the Mofussil. What we would point out is that that Code was framed solely for the inferior Mofussil Courts and the Sudder to which an appeal from these Courts lay. After the Code had been passed, the Secretary of State abolished the old Sudder Court and the old Supreme Court, establishing in their place a new High Court, which not only enjoys an original jurisdiction and is empowered to hear appeals from the Mofussil, but is also a Court of appeal from the decisions of the various Judges of the Court. Instead of giving this Court, with its peculiar jurisdiction, a Code of its own, Sir Charles Wood proposed that the Code of Civil Procedure should be used for two years, and that after the expiration of that time any alterations which experience had shown to be necessary should be introduced. The case which the *Times of India* took for the text of its article, and of which it borrowed the report from this journal, was the first case of appeal to the full Court from a decision of Sir Joseph Arnould; and we published the report for the purpose of showing what difficulties had arisen in the working of the new Code, and how they were overcome. By the old, that is the English, procedure of the Supreme Court, the Judge whose decision was appealed against sat with the Court to hear the appeal, and put in his notes of the original trial. But the new Code forbids the Judge who presided at the trial from sitting with his colleagues to hear the appeal; and there arose the question how Mr. Justice Arnould's notes were to be brought into court. The following very reasonable conversation ensued:—

Chief Justice.—We have neither the notes themselves nor a copy.

Mr. Anstey.—This is another of our present difficulties of practice. The Code of Civil Procedure provides that where the record is not in the High Court, (that is to say of all Mofussil cases,) the Judge's notes (or rather his report of what they were) shall be sent up to it. But this being an appeal from a sub-division of the High Court itself, provision is already here in the Court of Appeal; and the Code makes no provision for that.

Their Lordships having conferred for some time, the Chief Justice said that the proved unsuitableness of the Code for proceedings in this branch of the High Court had imposed upon the Bench and Bar the necessity of temporary or occassional arrangements for their common convenience in the despatch of business. "Here for instance," observed his Lordship, "it is impossible to follow the Code's provisions, where made only in the view of appeals from the Mofussil to the old Sudder Adawlut. Were we to do so we must treat the neighbouring Court of my brother Arnould as if it were sitting in the Mofussil. We must get on as well as we can and see what arrangement can be made for the convenience of all of us. But at this moment we have not the Judge's notes before us, of the case under appeal."

Some further conversation ensued, in the course of which Mr. Anstey for the respondent handed up to the Court his own office copy of the notes, saying that he would get on as well as he could with the not very correct copy in his brief.

Chief Justice.—Thank you, Mr. Anstey, that gets us over the difficulty of the moment, and for all future cases we order that the appellant himself shall obain at his own expense a certified copy of the Judge's notes from that he may take what copies he pleases; but the certified copy itself he must lodge in due time with the Prothonotary for the use of the Judges of the Appellate Court.

It will be seen from this report that not only did the counsel in the case hasten to suggest a temporary expedient for getting over the difficulty that had arisen; but the Bench passed a rule for the future guidance of the Court in similar cases. The *Times of India* makes the gross blunder of missing the whole point of the case, when it quotes a section of the Code prescribing what shall be done in case of appeals from inferior Judges in the Mofussil to show what ought to have been done in case of appeal from a Judge of the High Court to the full Court. Such presumptuous ignorance has received its just castigation from Mr. Anstey and Sir Matthew Sausse; and the High Court might be well content to leave the matter as it stands were there not reason to suspect that the libellous article was written with malice prepense.

MR. MAINE'S Emigration Bill is an honest and able attempt to overcome the formidable difficulties which have hitherto prevented the Calcutta Legislature from framing any efficient system of protection for emigrants from India. One great obstacle to the success of the various measures which have been at different times devised for the purpose has been the exreme respect which men in these days are apt to pay to the principles of free trade. Of course, as Mr. Maine says, no one, and least of all the English, who are the most vagrant people on the face of the earth, can "deny the right—"what some persons would call the natural "right—of every native of India to go where he "pleases for the sake of bettering his condi-"tion." The poor peasant of Guzerat, whom the cultivation of cotton in place of grain on all the most fertile lands of the province has brought to the verge of starvation, is as well entitled to seek a fair day's wage for a fair day's work in a foreign land as the Highlander whom the decay of feudal institutions and the usurpation of the common patrimony of the clan by their ducal chief have stripped of the means of earning a bare subsistence in his native land, —or the agricultural labourer of the Western counties who, while he is starving with his family on twelve shillings a week, learns that there is a new and happy land beyond the seas where the labouring man can live in peace and plenty. But no general proposition is without its practical limits. The most ardent free-trader will acknowledge that a Government has a perfect right to forbid its subjects from selling themselves into slavery, as the Chinese are wont to do, and it too frequently happens that the servitude for which coolies from India are recruited differs from slavery in nothing but the name.

This is a fact which is overlooked by philanthropic statesmen in England who consider that they will have done all that humanity requires of them when they shall have put an end to *negro* slavery. They seem never to reflect that, when they abolish slavery in their own colonies, and make treaties with France and other European states by which the latter bind themselves to follow the example of England on condition of being allowed to obtain coolies from India in place of negroes from Africa, they may be simply transferring the curse of the children of Ham to the children of Japhet. The state of society in any colony cannot be changed by the stroke of a pen. Men who have been accustomed to cultivate coffee, sugar, and tobacco, by means of slave labour, cannot adapt their habits in a day to the ways of freemen. We have done away with the horrors of the middle passage; but is there no foundation for the frightful stories which come to our ears of the treatment of coolies in the Spanish colonies more particularly, and, as rumour also asserts, in the French and even in some of the English colonies? How many of the Chinamen who are kidnapped into slavery in the West Indies survive the term of their servitude and return to their native country? These unfortunate creatures, nominally free labourers, are in a much more degraded condition than the negro slaves; and we have heard it said that in Cuba when they see an English face, which reminds them of a white people whom they knew in China not to be all tyrants and oppressors, they will look wistfully to it for a kind glance or a protecting word that may assure them they are still recognized as human beings. It is certainly the first duty of the Indian Government, despite the powerful influences brought to bear in favour of emigration by the Ministry at home and the colonies abroad, to see that India is not made the handmaiden of nations, and that her sons, the labour of whose hands is needed to develope the resources and increase the fruitfulness of her soil, are not kidnapped and carried away to distant lands to set free, by becoming subtitutes for, the bondslaves of Africa. "We may not unnaturally suspect," Mr. Maine justly remarks, "that those who are "intended to be the successors of the negroes "may come in for more of the inheritance than "is quite desirable." To render such a consummation impossible the interference of Government is absolutely necessary. Even in England, where there is no peasant so illiterate that he has not at all events some notion of the fate he commits himself to when he leaves his home to seek his fortune in Australia or America, it has been found needful to place some restrictions on the powers of colonial agents to recruit for labourers among the poorer portion of the population. But in India the great body of the people are wholly ignorant of the nature of the obligations by which emigrants who take service in Mauritius or the French colonies must consent to be bound; and the practice hitherto in vogue, of only questioning such emigrants, after they had reached the seaports whence they were so embark, as to whether they understood where they were going and what they were going to do, and whether they were leaving the country of their own free will, has been found to be put in force too late to be of any use. In some cases, the emigrants, wearied out by the hardships of a long and toilsome journey from the interior to the sea-coast, had come to regard a sea-voyage with less horror than the prospect of a return to their own homes; in others it is possible that adroit agents may have prudently treated their victims so well during the Indian journey as to make them eager to go all over the world in such kind protectors.

The new checks proposed by Mr. Maine will, no doubt, effectually serve their purpose. We like especially his proposal to put an end to all further legislation by leaving to the executive Government the discretion of carrying out the act when it is passed, so that, when Her Majesty's government in England makes treaties with foreign powers for the supply of Indian labour which this country cannot resist, the Governor General in Council may at least have legal authority to compel the foreign state to submit to such conditions as they are pleased to impose on the emigration of coolies from India. In order to ascertain in due time the real wishes of intending emigrants, Mr. Maine proposes that their recruiters shall "produce them with as little delay as "possible before the Magistrate of the district, "who will interrogate them as to their "comprehension of the engagement, and "give them every information and advice "I imagine," adds Mr. Maine, "that the Ma-"gistrate stands in a sort of patriarchal rela-"tion to the people. He will thoroughly under-"stand their language and customs, and, more "thon most people, he will be able to detect "false pretences on the part of the recruiter, "and to discover whether any man intends to "emigrate from a bad or illegal motive, as for "instance the desertion of his family. If it is "clear that the labourer wishes to emigrate, the "magistrate will register him, and permit his "removal to the sea-board. If, after so thorough "an enquiry, the labourer still retains his in-"tention of going over-sea, I conceive that no "Government on earth has a right to prevent "him." We would suggest a doubt whether it is safe or consistent with liberal principles of government to entrust such arbitrary powers of restraining the personal liberty of the subject to Magistrates who, as a class, are already by no means disposed to let any man out of the country whom they can by any means keep in it. It is certain that the new measure will be efficacious; but is it justifiable?

A SPECIAL meeting of the shareholders of the Bank of Bombay is called for the 7th March to consider the propriety of still further increasing the capital of the Bank by the sum of Rs. 52,25,000.

ADVICES from Calcutta to the 10th instant, state that as many as twenty-five ships had been chartered to bring round rice to Bombay. Such a supply of food is much needed for the famishing population of this city. It is, indeed, marvellous how the poorer classes in Bombay manage to live at all in these times.

THE advertisement offering for sale the *Thule*, one of the vessels of the Anglo-Chinese Government, presents a favourable opportunity to our Government for carrying out the recommendation of the Harbour Commission that the pilot service of the port should be carried on during the monsoon by means of a small steamer stationed outside the harbour. It is obvious that ships approaching Bombay during the monsoon want a pilot before they reach the outer light. In so heavy a sea as runs in that season along the shallow coast of Western India their greatest danger is coming too near the land without the aid of an experienced pilot. The present pilot boats dare not, however, venture beyond the limits of the harbour while the monsoon blows: and this has been one of the principal causes of the frequent wrecks of ships near Bombay. The *Thule* is admirably adapted for service of the kind we have pointed out. She is an admirable sailer, and could lie off the harbour in any weather, waiting with her fires banked up to steam to the assistance of any ship and put a pilot safely on board.

WE are beginning to receive testimony from various parts of India to the mischief done to trade by the "Alexandria telegrams" of our daily contemporary. We read in the *Calcutta Price Current* of the 8th instant, published by the Bengal Chamber of Commerce:—"From the 22nd ultimo, the date of last report, up to the 30th idem, there was a decided improvement in our piece goods market, and *Tb. Shirtings* of good quality were sold at Rs. 9-15 per piece, and a demand for the heavier makes for the north west was steadily setting in, but no great extent of business had been transacted when rumours, originating it is believed in Bombay, were circulated far and wide, that peace in America was near at hand; that such rumours had little foundation in truth may be inferred from the circumstance that the *Moolton* which arrived at Galle on the 5th instant, with the latest news from England, appears to have brought no confirmation of them; *meantime the effect on our dealers has been a complete suspension of purchases on their part, and for the last week scarcely any business has been done, except for local consumption.*"

THE *Allahabad Observer* sees it stated that another Talookdar-Magistrate of Oudh, named Sheorunbeenah, in the Roy Bareilly district, has been tried and convicted of abuse of his powers, and punished by fine.

THE *Lahore Chronicle's* latest accounts from Peshawur are that Mahomed Ally Khan, the son of the Ameer of Cabul, has crossed the Cabul river near Gulporra, (Larpoora,) having with him 800 sowars, 4 guns, and 2 regiments of infantry. Saadut Khan, the Mohmund Chief, with his son Noroz Khan, have been taken prisoners. The second son, Sooltan Mahomed, has made his escape. He fired on the Ameer's men while they were crossing the river and wounded three of them. He was the originator of the disturbances at Shubkudr and Michni. The Akhoond of Swat has directed all his people to arm, as he fears an attack from us in spring, and it is rumoured that he is making preparations to fortify the Mullakund Pass.

WE learn from the *Delhi Gazette* that the Financial Commissioner of the Punjab presents his Government with a Report on the out-turn of the cotton crop of 1863 throughout that province as estimated by district officers. Notwithstanding the high price prevailing the last season, the yield is less, by 35,000 maunds (of 80lbs), than that of the preceding year. It is ascribed to various causes. "In some places, the crop suffered from excessive rain: in others from the rainy season having broken up too early. In some instances, the rivers caused injury by excessive flooding; while in others there was a deficiency of moisture." In a number of districts the deficiency has arisen from the ravages of locusts. Particular attention is demanded to the important fact that locusts have exhibited a marked preference for young cotton plants. Bundelkhund and Central India—Berar and Goojrat are warned of the necessity for effectually destroying young broods of locusts as they are hatched.

The produce is thus laid down:—

DIVISIONS.		1862.	1863.
Delhi,	...	57,623	50,333
Hissar,	...	55,734	46 949
Umballah,	...	94,654	92,445
Jullunder,	...	43,536	38,430
Umritsur,	...	68,476	75,292
Lahore,	...	40,533	40,309
Bawul Pindee,	...	72,237	60,903
Mooltan,	...	65,1 6	55,921
Derajat,	...	32,582	34,826
Peshawur,		16,431	16,856
Total maunds,	...	546,972	511,964

THE latest returns of emigration from Liverpool show the remarkable fact that the number of emigrants from that port in 1863 was more than double the number in the previous year. In 1862 the total number of persons who sailed from Liverpool for foreign countries, or for our colonial dependencies and settlements, was 64,314; the numbers last year were 137,982, being an increase of 73,668, or in the proportion of more than a hundred per cent. The number of vessels carrying emigrants which left Liverpool in course of last year was 622; of these 367 were ships sailing under the provisions of the Passengers Shipping Act, and carrying 123,529 passengers; the remaining 255 were what are called "short ships," or vessels which do not come under the operation of the Act of Parliament referred to, and they carried 14,453 passengers. Of the ships sailing under the Act 297 were for the United States of America, and they carried 98,458 passengers, consisting of 2,975 cabin and 98,458 steerage passengers, of whom 28,548 were English, 3,176 were Scotch, 61,312 were Irish, and 5,422 were foreigners. Of the other ships sailing under the Act 16 were for Canada, carrying 278 cabin and 2,477 steerage; of these 1,849 were English, 23 were Scotch, 321 Irish, and 284 from other countries. For New South Wales there were five ships, of which one cabin and 1,781 steerage passengers, of whom 474 were English, 193 were Scotch, 1,110 were Irish, and four were foreigners. For Queensland nine ships took 43 cabin and 2,944 steerage passengers, of whom 1,472 were English, 431 Scotch, 1,039 Irish; and two foreigners. For Victoria there were 36 ships, carrying 436 cabin and 13,509 steerage passengers, of whom 5,372 were English, 1,236 Scotch, 6,427 Irish, and 474 foreigners. For New Zealand one ship sailed with 406 steerage passengers, of whom 353 were English, 11 were Scotch, and 42 were Irish. For South America three ships sailed with 22 cabin and 197 steerage passengers of whom two were English, one was Scotch, and 191 were Irish. From the preceding statement of the numbers and destination of the emigrants it is obvious (says the London *Times*) that a very large proportion of those migratory adventurers have proceeded to the United States of America, several conjectures as to the cause of this great westward exodus are in course of active circulation and discussion. The fact that a majority of those emigrants are men in the prime of life imparts additional interest to the inquiry as to the stimulating agency which has given this direction to the stream. Among the alleged reasons which have led to it is one to the effect that these, most of whom were able-bodied men, have been engaged to carry out some very extensive railway operations in the United States, and this averment finds many active supporters. Another order of enquirers affect to have little difficulty in perceiving that this great efflux of emigrants towards the United States has its origin chiefly in the operations of that agency which some not very credulous people insist has been established in the country for the purpose of recruiting the Federal armies: In the face of strong and firmly maintained denials on the part of the Federal consuls, and the agents who are said to be or to have been engaging the men to go out, and also in the teeth of the provisions of the Foreign Enlistment Act, it is difficult to uphold the enlistment or recruiting theory, yet several circumstances tend to give considerable countenance to it. The agency referred to is said to have been most actively employed in Ireland, and a very large proportion of the American emigrants is from the sister isle. Another fact referred to in Liverpool as of considerable significance consists in the knowledge that, besides the large numbers which have sailed thence to the United States, an extrordinary number has been taken out from Irish ports of embarcation in the steamships trading between Liverpool and New York, calling at Irish ports. By these latter means of conveyance it is stated that fully 26,000 passengers have been carried to the United States additioual to those carried from Liverpool by the same steamers. This large number to be added to that large aggregate will not appear much exaggerated when it is known that in the course of the past year no fewer than 16,936 adult passengers have been conveyed from Queenstown to New York, by the vessels belonging to the Liverpool, New York, and Philadelphia Steamship Company alone, additional to the numbers which sailed in the same steamers from Liverpol, and that of this vast addition 16,675 were steerage passengers; and when it is further borne in mind that large numbers of similar emigrants have also been conveyed from Queenstown to New York by the extra steamers despatched by the Cunard Company, and likewise by steamers belonging to other companies, as well as by the Montreal Ocean Steamship Company from Londonderry, and by the Atlantic Steam Navigation Company from Galway. So extensive and so costly a means of rapid transit for the class of passengers referred to is considered by parties generally well informed on such subjects as strong evidence of the alleged 'conscription view' of the American emigration during the past year.

LATEST INTELLIGENCE.

(By Electric Telegraph.)

GALLE, 18TH FEBRUARY.

Steamer *Nubia* sailed for Suez.
Steamer *Behar* sailed for Bombay.

CALICUT, MALABAR, 18TH FEBRUARY.

Steamer *Penang* sailed for Cochin and Calcutta.

NEWS-LETTERS.

(From our own Correspondents.)

OOTACAMUND, 12TH FEB.

IF Sir Bartle Frere was to pull down the Bhore Ghaut Incline, or Sir William Denison make out an estimate for constructing a bridge in Wynaad, neither of these circumstances would afford such a topic for conversation, as the Government intention to open a tea plantation in Ootacamund is talked of by the people here. There are parties who take different views, and views that are differently expressed and maintained by those who hold them. We have in fact all shades of tea-opinion, from that of the Conservative, who like "the Calvinist in his hole," to Bishop Wilson once observed, would keep the culture of the plant entirely to himself, down to that of the Liberal, who sees no harm that will arise from admitting all and every one to a free and open speculation in the drink of the world. The Conservative element is decidedly in the minority, for with the exception of Mr. Rae, who fights hand to hand with the government, and all others who do not agree with him, I am not aware that there is another tea planter who entertains the extreme views that enter into his controversy. Major Maun, the next tea grower of importance, lies on his oars, apparently watching the course that the impetuous remonstrances of his junior, but more enterprising companion in the growth of the green leaf, will take. It must be said that Mr. Rae, having no one to support him, is rather an indication of the unpopularity of the cause he has assumed, and that this, if nothing else, will eventually operate to his being driven discomfited from the field that he endeavours to occupy with so much assiduity. Amongst the arguments produced against Mr. Rae, the most fatal to his success with the Government is, that whilst giving him a monopoly of the sale of tea seed and seedlings would prove beneficial only to himself, a serious injury would be done to those who are eager to enter into the experiment of growing tea, but cannot do so for want of a nucleus for their plantations. Mr. Rae I do not think pretends that he can supply every one who is in search of tea seed and seedlings. What he says is, that they should be imported from Bengal; adducing himself as an example of having been obliged to do this. It is urged on the other hand, that tea seed deteriorates very considerably by age, and that if when Mr. Rae started his plantation there was no Government nursery to supply him, it does not follow that a desideratum he must himself have depended, and felt the inconvenience to his cost, should not now be placed within the reach of men who, in alt

tioner having obtained those admissions of title or decrees by threats or intimidation in any way connected with his official position. We also consider that although the petitioner did receive money, it was not proved to have been received for Huks, or upon any other illegal ground; and we concur in the opinion of the district Judge that it has not been proved that the petitioner did corruptly alter a decree for the defendant into one for the plaintiff. The district Judge, in arriving at conclusions unfavorable to the moonsiffs, and in which we differ from him, placed great stress upon the circumstance that in 1860 only one denomination of land stood in the revenue survey in the name of the petitioner or of his ancestors; and that in 1861-2, there were no less than thirty three in the petitioner's name, covering an area of over five hundred acres. We think, however, that he did not give sufficient weight to the admitted proprietary position of the moonsiff, and to the pressure put upon him by the operation of the recent statue of limitations. Unexplained, those circumstances would doubtless warrant most unfavorable inferences. We also consider that the Judge did not allow sufficient weight to the circumstance of no defendant having appealed against any decree, and that the principal complainant, Shewaram, who was also defendant in two cases referred to by the Judge, in person gave to the presiding moonsiff his admission of the petitioner's title. That is of much importance, when it is borne in mind that the defendant in those two cases was a joint sharer with the petitioner in the office of *patel*, and the holder of a considerable quantity of ground

It remains, however, for us to consider the petitioner's conduct with reference to the patent and admitted fact, that whilst he was an auxiliary moonsiff at Pimpulgaom, he instituted before his colleague fourteen suits for the recovery of miras and other land situate within his own jurisdiction. A moonsiff with proprietary rights is entitled to assert them, as well as any other member of the community; but it is a duty which he owes to his judicial position, to provide so far as practicable, that no taint or suspicion shall be cast upon his office in connection with the assertion of those rights.

It was the duty of the petitioner upon his appointment as auxiliary moonsiff, to have apprised the Judge (who was in ignorance of the fact) that he was possessed of lands and mirasee rights within the jurisdiction over which he had been so appointed. But it was a still stronger duty to have informed the judge that he was filing numerous suits to assert those rights, and that those suits would be commenced and tried before his colleague. The petitioner did not do so; and we entertain no doubt but that he was fully conscious of its having been his official as well as his moral duty to have apprised his superior of those facts. In the interests of that justice which he was appointed to administer he should have challenged the fitness of the Judge's selection of himself; but, instead of pursuing that straightforward and honorable course, he took advantage of an order given in ignorance of his connection with land or disputed mirasi claims at Singwee; and did so in our opinion for the purpose of facilitating a successful assertion of those claims by the influence derived from his position as moonsiff over that locality.

This court has been entrusted with superintendence over all tribunals of justice in the Presidency; and in the performance of that duty, it must jealously watch, and within its province, when necessary punish, the conduct of subordinate Judges, whose acts like those of this moonsiff have a tendency to lessen respect for, and to weaken confidence in, the purity of the administration of justice. His offence is of so grave a character that we have doubted much whether it should not be visited with dismissal; and in adopting the lesser punishment of suspension we wish it to be understood that we have acted more in deference to what is conceived to have been previous practice in similar cases, than in accordance with our conviction that it metes out the full measure of punishment which the petitioner's conduct might justly call for.

Suspension from office may lead to a correction of ministerial faults in a subordinate Judge, such as want of attention to order, or want of diligence; but in our opinion no punishment can supply the want of high moral principle, or a due perception of the duties of the judicial position.

The order of the court is that the petitioner's suspension from the 23rd February, 1863, to the present date be confirmed, and that he be further suspended from office and salary until the 1st of January 1865.

We think it right to add, that the permanent moonsiff of Pimpulgaom, in whose court these fourteen suits were instituted, was suspended from office and salary for six months for having failed to bring to the notice of the district Judge that his colleague had instituted in his court suits for land within their joint jurisdiction. That moonsiff was afforded a like opportunity of showing cause against that sentence of suspension, but he has elected to submit to the order of the court.

Mr. Anstey—May I ask your Lordships, if the whole of the order that has now been read will appear on the face of the proceedings, or only that portion which decrees a suspension for my client from his office until the 31st December 1864.

Chief Justice—All that will appear on the proceedings will be the order of suspension till the 31st December 1864. The rest of the proceedings and the judgment now delivered will appear in the printed reports of decisions by this court, of which your client can obtain a copy.

Mr. Anstey—From the rate at which the reports have appeared, I do not expect to see the judgment now delivered by your Lordship in print until long after the period of suspension has expired.

Chief Justice—I don't know, Mr. Anstey. I hope to see the report of this judgment in print long before that time. I have seen up to page 80 of the first number in print already, and hope to see it before the public soon.

Mr. Anstey—I think it right to state, before leaving the court, that in the present state of my health, I should have been utterly unable to have done justice to this case, the proceedings being so very voluminous, without the very efficient aid afforded to me by Mr. Shantaram Narayen, who has proved to me, what I may justly call, a sheet-anchor.

HIGH COURT—ORDINARY ORIGINAL CIVIL JURISDICTION.

(BEFORE SIR M. R. SAUSSE, CHIEF JUSTICE AND SIR JOSEPH ARNOULD, JUSTICE).

In the matter of a contempt of Court.

Mr. Anstey, on the calling on of "motions of course," said that there was a matter of some gravity, which as one of the counsel concerned he was bound to bring to the notice of their Lordships. Yesterday morning, whilst this court was not sitting, there had appeared in print as foul a libel upon the administration of justice, and as gross a contempt of the court, both in its ordinary and its appellate jurisdiction, as he had ever had the fortune to read. It was a leading article in yesterday's number of a Bombay paper called The *Times of India*, and it professes to contain a review of the proceedings of Mr. Justice Arnould at the trial of the case of Bhagwandas *vs* Mooteram, and those of the Chief Justice and Mr. Justice Couch at the hearing of the same case on appeal, as well as speeches of himself (Mr. Anstey) and other Counsels on the latter occasion. The article bore intrinsic marks of being the compoeition of a person holding an official character,—he wished he could say not subordinate to the very court which was libelled. Their Lordships would remember what was done in the case referred to. There had been an appeal from Mr. Justice Arnould, which was argued before the Chief Justice and Mr. Justice Couch on the 5th and 6th instant, and decided on the 13th when the appellate court "remanded" the cause to the former Judge with directions to resume the hearing at and from the stage which it had reached when he dismissed it. A good deal of difficulty had occurred with reference to the provisions of the Code of Civil Procedure touching appeals:— provisions framed before there was a High Court, when the only appeals heard came from the inferior judges of the Mofussil, and when no original causes would be tried before individual members of the appellate Court itself. It was to the discussion of those difficulties at the late appeal that the article he held in hand professed to relate:—and the author had made that the pretext for most scandalous and defamatory imputations upon the Barrister, Judges of the High Court, and the Bar in general, but more especially upon those of their Lordships whom he, (Mr. Anstey) had named, and on those counsel who, with himself, had a part in arguing the appeal. Not to trouble their Lordships with all the idle nonsense of this lengthy paper, he would now read to them sufficient to show that there had been committed a contempt of court, such as their Lordships could scarcely fail to notice and deal with in a summary way. It began thus:—

We publish below a report of the trial of the first appeal heard by the High Court, sitting as an Appellate Court, to try a case disposed of by a division of the court sitting on the original jurisdiction side of the Court. The case to which we refer, was the case of Bhagwandas Gungaram *vs.* Motiram Hurrinath Respondent. The case was tried in the first instance by the Honorable Sir Joseph Arnould who gave judgment in favor of the defendant, or respondent, in the appeal, Moteram Harinath. Now, from the day on which the new High Court of appeal was started, (to prove to a mixed population the elasticity and universal applicability of English Law, English Barristers, and English Barrister Judges, to all circumstances of life, all kinds of people, and all grades of civilization) it has been ejaculated from the Bar, and echoed from the Judgment seat, that the course of the new Court was the application thereto of the insuitable provisions of the Civil Procedure Code."

Then, passing over some heavy buffoonery, we have him going on to say:—

"But the public and the suitors in the High Court had, at least, a right to expect that the supreme tribunal of Civil Justice in the Presidency would take the trouble of reading over the provisions of the law, which they are called upon to administer, and would have endeavoured, before an ex-inquest and criticising public, to show the unsuitableness of the new law to the exigencies of the times before denouncing in the strongest terms a code passed under the auspices of the present Chief Justice of Calcutta, and which has been found, in practice, in other cases, to work well. But the case, which is reported below, is simply disgraceful to the administration of Justice, in this Presidency, by the highest court of civil jurisdiction. It would be amusing and doubtless startling to the lay public, if we could publish the feelings of twelve Mofussil Judges on reading that report."

Again passing over a vast body of ignorant trash about the writer's view of law of the case, their Lordships would not fail to notice the following audacious language respecting themselves and the endeavour to produce amongst the Hindoos of this Island a distrust and hatred of the High Court:

It is enough, that this is the law, with which the Judge (Mr. Justice Arnould) was bound to conform, that his omitting to do so vitinated the proceedings of the trial over which he presided, and that the comments of the Judges, (the Chief Justice, and Mr. Justice Couch,) and of the Bar (his learned friend Mr White and Mr. Scoble as well as himself) at the hearing of the Appeal, showed a lamentable ignorance of the law, unless we are to suppose that both Bench and Bar were leagued in a conspiracy to eject it in order that the traditions of English Law, and the crudities and entanglements of English procedure, might be proved superior to the administration of justice in a suit between the Hindoos in the Island of Bombay. It is much to be regretted, that an authentic and regular series of reports of the decisions of the High Court. It does not place the public in a position to exercise any control over the Court even in a modified degree, to which the English Bar and the administration of justice generally are subjected at home."

Next came a lot of personalities against the Chief Justice himself which the learned Counsel would skip over in order to arrive at the very last sentence of the peroration. That was the summary and conclusion of the whole, for he then read:—

"At present, the effort of both the Bar and Bench of the High Court, so far from being directed to this end (the study of the Code) is directed rather to a systematic evasion of a new law, which has been found remarkably efficient, whenever carefully and conscientiously administered, throughout the greater part of this great country."

If this had not been, in the first place, and before all, a contempt of the High Court itself, and a libel on the Judge—if it had been directed against the counsel only who argued that appeal, or himself as one of them, he (Mr. Anstey) declared solemnly that he should, ere now, have moved through one of his learned brethren for a criminal information against the publisher, or, if he disclosed his name, the Civilian author of the calumny. But being what it was, a most heinous contempt of Court, and knowing, as he did the invariable practice of the Courts in England with regard to such, he now brought the journal which contained the libel under their Lordships' eye, that they might deal with it in a summary way if they thought fit. Their Lordships have the power to do so. The Courts at Home have it and never omit upon occasion arising to exercise it. There was a recent case of the kind which is unreported, where a foreign Countess sued Lord Vernon, and Sir J. Stuart, V. C. was libelled by one or two ignorant newspapers for having, as was his duty to the private wards of Court in that case, heard it privately in his Chamber; those newspapers making submission, the Vice Chancellor did not inflict punishment. But, in a still more recent case, decided indeed so lately as the 19th December last, (not two months ago) and reported in the current year's volume of the *Weekly Reporter* (Felkin *v* Herbert 12 W. R. 241) Sir R. J. Kindersly, V. C. not only punished, but imprisoned;—not only imprisoned the offenders but kept them in prison over last Christmas day, and then after ten days confinement, only released them upon their making ample disclosure of authorship and apology, and paying all the costs. The case was important in this way. It showed that the Courts of Westminster consider their summary jurisdiction overopen contempts of their authority to be one which they are bound to exercise and enforce even when the contempt consisted not as here in direct and lying vituperation of the court itself—but as in the case before Vice Chancellor Kindersly in defamation and abuse of a number of mere swearers of affidavits: whom the libel accused of being fools or else knaves in respect of what they had sworn. The Vice Chancellor said that there was first a tendency in the use of such terms to subvert the course of justice not by perverting the mind of the Judge, but by intimidating and holding up to public execration the persons who had made affidavits in the suit; and at all events that there was (20.) "a gross contempt of court" in publishing such an article. Again, if it were said that the *Times of India* is an obscure journal, not worth bringing to the bar of the Court, he (Mr. Anstey) would say, that so was "the Sheerness Guardian," the newspaper before the Vice Chancellor. But from the moment that the obscure journal was brought to light, it ceasod to be obscure, and his Honor had said that "although the degree of the mischief depended "upon the circulation, yet of the tendency and "malignant desire (which were the questions "before him) there was no doubt." And, lastly, if the Vice Chancellor saw fit to interfere, although the matter was all over when the article was published, much rather would their Lordships interfere here where the trial was still to come on accordingly to their own order for remanding it.

Mr. Anstey here cited a similar case before Lord Hardwick (Roach *v* Garim At 469) and a number of subsequent cases to show the continuity of the practice. He also said that it was equally the practice of the Irish superior Courts, and quoted the late case of Birch *v* Welsh 10 Irish Equity Reports 93, in support of that proposition.

He had now discharged himself of what he had from the first felt to be a duty in the hope thereby to contribute towards the preventing of this new mischief from being drawn into a precedent, and a new element of unfounded suspicion and discontent from being suggested to the Hindoo mind. He believed that it was for their Lordships to exercise their undoubted jurisdiction. At all events, he left the matter in their hands.

The Chief Justice.—(After conferring with Mr. Justice Arnould) I cannot express the contempt I feel for libels of this character: and this is one of the worst I have seen. I have only now seen it, until Mr. Anstey produced it I was ignorant even of its existence. What one feels is that the ignorance of these libellers is, generally speaking, on a par with their malice. It is so here. The author of this article was evidently quite ignorant of the subject he was writing about. I mean the practice of this Court in its administration of Justice. That however is not now the question.

I am sure that the Bench—I feel equally sure that the Bar—will disregard and despise this endeavour to obstruct and embarrass them in the performance of their respective duties.

But whether the reputation of the Court itself, and the ends of public justice, do or do not call for the interference on our part which has been prayed, is a matter for us maturely to consider. If the newspaper is left in Court, I will consult with my brother Judges, what further notice we ought to take of it.

Mr. Anstey here handed his copy over to the Prothonotary of the High Court,

HIGH COURT OF JUDICATURE.

APPELLATE JURISDICTION.

IMPORTANT DECISION.

Thursday, 11th February.

BEFORE THE HONORABLE MR. JUSTICE FORBES AND THE HONORABLE MR. JUSTICE LUCKER.

Special Appeal No. 63 of 1863. Special Appellant, Ramrao Luxoomon, *versus* Special Respondent, Mamonrao Amrut—claim for Rs. 1,562 odd.

This was a special appeal from a decree by R. F. Mactier, Esq., late Judge of the Ahmednuggur district.

Special appellant Ramrao was plaintiff before the Moonsiff, and commenced proceedings by filing the following plaint,

To the court of the Moonsiff of Khade Talooka Jamkhed, the district of Ahmednuggur.

The petition of Ramrao Luxuman Deshmukha Vanbhole Brahman, of Kusba Khade Talooka Jamkhed, to the following effect: I sue, without document, defendant Vanourao Amrut Deshmukha Vanbhole Brahman, of Kusba Khed, to recover one eighth share of Deshmukhee Rusum (fees of a Deshmukh,) of the Khade Turf, and moneys relating to some other matters besides this, in all claiming Rupees 1,394-10-9. In the said Khade Turf, there are about (70) seventy villages of which I am the Deshmukha, of these 9 villages, are within the jurisdiction of the Sircar (British Government). The remaining 61 villages are within the limits of the Zillah of Dharashed in the Talookas of Dhannaggar, Gwpalkhale, Jamboli, &c., under the Tahashildar of Ashti; but the account of the Deshmukh of these villages, is on the Sirkar's records in the name of the defendant. The eighth share therein belongs to me. The defendant paid me many share of the Rusum relating to the said villages till the Fusli year 1265. (A.D. 1855-56). Further as to the money regarding the Rusum for the succeeding four years 1266 to 1269 Fusli (A.D. 1856-57 to 1859-60). he received the full amount of the Rusum for fifty-nine villages from the treasury of the Tahasildar of Ashti and Zillah Dharsei. And as to the other Jahageers the defendant received Rusum for two villages, directly through the Pilaje people and Jahageers. Though the defendant received the full amount for the Rusum, in the manner above described, he paid no share to me. Further the defendant received in A.D. 1860 the amount due on the custom's "bond" for the Talooka of Jamkhed for the period in which it was held directly from the "Sirkar." Though I demanded my eighth share, including this amount from the defendant, he refused to give it. The defendant having refused to give the amount when asked for late in December 1860, the cause of action arose. The following are the particulars of the total amount which I claim to recover from the defendant, consisting of that sum and Rs. 400 for years 1266 to 1269 Fusli (A.D. 1856-57 to 1859-60), at the rate of Rupees 100, which the defendant agreed to give for expenses towards the temple of Shri Ramjee, and Rupees 555 which the defendant allowed to Government out of the joint Rusum for custom's "bond."

Amount received in cash from the treasury on account of the fees of Deshmukhee for 61 villages, excluding the salaries of the karkoons and other disbursements, according to the following details of every year. Amounts received from the treasuries of Talooka Ashti and Zillah Dharasee for four years from Fusli 1266 to 1269.

On 15th Dec. 1856			
Dec. of 1857	1,539	6	5
On 28th Sept. 1859 on account of the Inam at Goontedar	273	3	0
On account of the balance fees for Fusli 1266	334	9	9
On account of the fees for Fusli 1267	932	7	1
On account of fees for Fusli 1268	1923	1	2
Received in the month of July 1860.	1807	10	2
Total	6810	5	7
One-eighth of the above total	851	4	8
One-eighth of Rs. 400 received by the defendant directly through the Jahageerdars and village heads, on account of the Jahageer villages of Pimpul and Kohini, for the years Fusli 1266 to 1269, at Rs. 100 per annum	50	0	0
	901	4	8
One-eighth of Rs. 192-0-4 received on the 31st October 1860, on account of Custom's "bond" from the treasury of the Mamladar of the Talooka of Jamkhed	24	0	1
One-eighth of the allowance of Rs. 555 made by the defendant to Sirkar on account of duties out of the joint fees	69	6	0
Amount due on account of disbursements to Shri Ramji (god) for four years from Fusli 1266 to 1269, at Rs. 100 per annum, agreed to be paid by the defendant	400	0	0
Total...Rs. 1,394	10	9	

I thus claim Rs. 1,394-10-9 from defendant, with the costs of this suit.

I also claim Rs. 168-0-0, the amount expended in stamping the agreement now presented with the plaint, and which was paid by the defendant to myself, Bhagvanrao and Vithalrao Deshmukh on the 7th of Kartick vadia shuke 1778 (A. D. 1856.)

Defendant Wamowrao denied that plaintiff had any share in any of the Huks claimed, and contended that he was not subject to answer, as the estate from which the income, of which a share was sought to be recovered, was derived consisted of villages in foreign territory, and without the jurisdiction of the British courts.

The case was heard in the first instance by the moonsiff of Jamkher who laid down five points for decision, but defendant previous to any proceedings being heard in the case presented a formal application to have the case stayed on the ground of the Dubash of the ship bringing the jurisdiction of the Moonsiff to try. This application the moonsiff rejected, as he considered he had jurisdiction to try the case, and was about to proceed therewith, when the defendant, having preferred on appeal against the order rejecting his Petition, procured an expression of opition from the Judge of Ahmednuggur to the effect that the Moonsiff had not jurisdiction to try the case and a direction to the Moonsiff to afford plaintiff an opportunity of withdrawing from the suit. The plaintiff declined however to withdraw from the suit, the Moonsiff in obedience to the directions of the Judge, nonsuited plaintiff with costs.

From this decree plaintiff preferred an appeal to R. F. Mactier, Esq., Judge of Ahmednuggur, who passed a decision therein on the 8th day of August 1862, confirming the award of the Moonsiff. Mr. Mactier's minute was as follows:—

"The question is, was the Moonsiff right in throwing out the whole claim as he did on the grounds alleged.

"I do not quite agree with the Moonsiff, for the plaint says that 9 villages from which the Deshmookee Huks are drawn are within this limit, and the claim so far as these 9 villages is concerned, would have been enquired into and settled in our courts, and this should have been done before the whole claim was dimissed. Of course as regards the 61 villages in the Nizam's territory no decision can be given, as the source from which the Huks are drawn does not within the jurisdiction of the Bombay courts, and any claim regarding the shares of Huks drawn from the Nizam's villages must be made in the courts of that state. But there seems no objection to the claim being entertained as far as the 9 villages in the Jamkhir Talooka are concerned. The case is therefore returned to have this portion of the claim entertained, if Ramrao be willing to do so, and as his Vakeel now consents the decree is reversed, and the case is returned to be tried on its merits as far as relates to the 9 villages said to be in the Jamkheir jurisdiction. The plaint to be amended accordingly"

From this decree, the original plaintiff, by his Vakeel Mr. D. McCombie preferred a special appeal to the High Court on two grounds.

1st. That the decision of the Judge was contrary to law, in that whereas section V. Act. VIII. of 1859 contemplates claims of the nature made by plaintiff in this suit, the Judge relied erroneously that the courts in British territory had no jurisdiction.

2nd. In that the Judge erroneously referred to the moonsiff for decision the point as to whether plaintiff was entitled to a share in the income of 9 villages within British limits, such income never having been sued for by plaintiff, but on the contrary was expressly reserved in his plaint.

The special appeal having been registered, came on for hearing before a full court, composed of Mr. Justice Forbes and Mr. Justice Tucker.

MR. MCCOMBIE for the original plaintiff submitted that the action as laid by his client was two fold. 1st to compel defendant to account for certain monies received by defendant as the senior member of a Hindoo family, of which plaintiff and defendant were co-members, some of the sources of this income being within British limits, and others within the dominions of His Highness the Nizam; and 2ndly to recover from defendant a certain sum of money which defendant undertaken to pay towards the maintenance of a Hindoo Temple within British limits. That the said income was mainly yielded by a Deshmookee Wuttun consisting of 70 villages, nine of which were in British limits and 61 in foreign territories, the defendant, as head of the family, had received the whole of the proceeds, and appropriated to his own purposes the whole revenue of the sixty one villages in foreign territory, thinking he might do so with impunity: but had paid to plaintiff his share of the income of the nine villages in British limits, and plaintiff having no necessity therefore to seek the aid of the Court with respect to these latter, had in mentioning them, simply done so to define the wuttun of whichthey were a part, but had expressly disclaimed any intention of suing for their proceeds. That by some means or other, the Judge had construed the plaint to be one for the recovery of the income of the 9 villages thus expressly reserved, as well as for the 61 villages actually sued for, and had renamded the case to have tried plaintiff's right to a thing he never sought to obtain, and plaintiff's vakeel before the Judge had consented to this extraordinary remand. That the Judge had entirely ignored that branch of plaintiff's action which was to recover the proceeds of property clearly within British limits, that is to say, compensation paid by the British Government from the Treasury of the mamlutdar for relinquishment of transit duties,—contribution to a Temple in British territory and the like.

That with respect to that portion of the action which was for the recovery of proceeds of villages out of British territory, the moonsiff had jurisdiction to entertain the claim the action being one to compel defendant to account for certain monies actually received by him on behalf of the family, and that though the sources from which these monies were drawn were out of British limits, the action was a personal one as faras defendant was concerned, and he was a permanent resident within the moonsiff's jurisdiction. That it was a farce to refer plaintiff to the courts of the Nizam, as he had yet to learn there was any tribunal in the Nizam's dominions deserving the name of a court, and if there were any deserving of that name, the defendant would not be amenable to them as he took care to reside within British limits and was therefore beyond their jurisdiction, and that under all the circumstances of the case and the precedents in special appeals Nos. 2948 and 4256, the ends of justice would best be advanced by reversing the decrees of the courts below, and remanding the case for trial to the moonsiff, declaring at the same time that the entire claim was one cognizable by the British courts in the mofussil, albeit the villages from which some of the amount claimed to have been drawn were within the territory of His Highness the Nizam.

Mr. Dinjibal for respondent appeared to support the Judge's decree, and submitted generally that as the source from which the Revenues sued for arose was without the British limits the action was not cognizable by the British courts; that plaintiff if aggrieved by anything defendant had done might bring his action before any court competent to try it in the Nizam's dominions—and that the Judge had very properly declined to entertain a case in which he could give no substantial relief.

Mr. Justice Forbes delivered judgment.

"This is a suit to recover a share of a sum of money received by defendant from the Nizam's Treasury as 4 years' proceeds of a Deshmookee Wuttun in that territory, and also to recover a share in allowances held under two heads from the British Government, and a sum of money agreed to be paid by defendant to plaintiff. The lower Court has found that as regards the villages in the Nizam's territory no decision can be given, as the source from which these Huks are drawn is not within the jurisdiction of the Bombay Courts, and any claim regarding shares of Hucks drawn from the Nizam's villages must be made in the Courts of that State.

We find however, that defendant resides within the British territory, and that plaintiff asserts and offers to prove that defendant received the money which is sued for under an unplied contract to pay it to them; and we consider that the British Courts therefore have jurisdiction, because, on the ground of a contract in equity subsisting between the parties, even if it relate to property which is without the jurisdiction, they can act *in personam*, the person against whom relief is sought being within the jurisdiction"

The final decree was as follows:—

"The Court consider that the whole claim is within the jurisdiction of the Zillah Court, and therefore reverse the decree of the Acting Judge and direct that the suit be remanded by him to the Moonsiff in order that the Moonsiff may pass a new decree on the whole claim on the merits awarding costs"

Mr. Mc. Combie—May I ask your Lordships to make an order for the refund of the stamp duty paid for the Memorandum of Appeal, as well as the Memorandum of special Appeal, as the effect of the Court's decree is to place the case in the same position as it was beiore any decrees were pronounced therein,

Forbes, Mr. Justice. You will receive the usual certificate from the Registrar for the refund of the stamp duty paid for the memorandum of special Appeal to the High Court, for the stamp duty paid for the Memorandum of Appeal application should be made to the Judge.

FORT POLICE.

(BEFORE H. E. LEEKE, ESQ., 18th *February.*)

THEFT.—Azeemoodeen Ameenoodeen, a servant to a merchant living in Cawa Khana street, was charged with stealing a currency note for Rs. 100 from his master. The prosecutor stated that on Monday last he gave the prisoner the note in question for the purpose of getting it changed, prisoner did not return. On the 16th, in consequence of the prosecutor's enquiries prisoner was brought to the prosecutor's house, and on being questioned concerning the note, said he had lost it. He was given into custody, when after being taken to the chowkey he was again brought to the prosecutor's house, and going into a watercloset, he returned with the note. The prisoner in defence said that upon receiving the note from the prosecutor he had put it in a pocket in which was a hole, he then went to the market and there found he had lost it, when the policeman took him to prosecutor's house, he went into the water closet and found the note lying there.

He was committed for trial at the High Court.

CRUELTY.—A bullock cart driver was fined Rs. 20, for driving a bullock in his cart with part of one of its hoofs torn off, so that the raw flesh touched the ground when the bullock stood upon that leg. The driver said that the animal had been suffering for about two months with maggots in the hoof, and this morning he had placed it in the cart and had driven it from the Chuckla to Colaba, thinking that the exercise might do it good. His Worship said he was sorry the law did not allow flogging in these cases, or he would have had one administered to the defendant that should have remained upon his memory for a considerable period. These cases of cruelty were very numerous of late, and his Worship said he would do what lay in his power to suppress them. The defendant was fined Rs. 20, or in default one month's imprisonment with hard labour.

A European seaman was fined Rs. 3 for bathing at the Apollo Pier,

BEFORE N. W. OLIVER, ESQ.

JUVENILE THIEVES.—*Moroo Hurry, Nathoo Sudoo* and *Chundoo Bheekajee*, aged respectively 12 16 and 20 years, were charged with stealing a gold bangle from the arm of a child. The police having been informed of the robbery, the bangle was traced to a Marwaree who had advanced Rs 20 upon it to the third prisoner, and who pointed him out to the police upon being questioned. No. 2 and 3 denied all knowledge of it, but No. 1 confessed to having taken the bangle at the instigation of the other two.

A letter was received by his Worship from a brother of the first prisoner, requesting that, on account of his youth, and having been led away by the elder boys, he (the prisoner) might be sent to the Reformatory. His Worship acceded to this request, and sentence l the other two to four months imprisonment with hard labour.

AN application was made to the Senior Magistrate by the Capt. of the *Walmer Castle* for advice in the following matter. There was some dispute between her Gunlascar and the Dubash of the ship touching the amount of "Ramshaw" due to the latter, the Captain naturally being of opinion that the amount claimed was in excess, had refused settlement, and the Dubash, to force payment, had pocketed the ship's Register and refused to deliver it until his demands had been met. The ship was already under weigh, but it was impossible to leave without the Register. This was a case in which his Worship could not interfere, and the Captain with his friends left the Court.

INSOLVENT DEBTORS' COURT.

Notice is hereby given, that the Petitions of the several Persons hereunder named and described have been presented to this Court for the Relief of Insolvent Debtors, Bombay, praying respectively for the benefit of the Act, made and passed in the Eleventh Year of Victoria, Chapter XXI:—

Hormusjee, Ookerjee, and Byramjee Ookerjee, country liquor sellers, dates of Petitions filed 8th Feb. 1864.

Babajee Luxumon, a goldsmith, date of Petition filed 8th Feb. 1864.

Pandoo Gopall Casia, Unemployed, Bhawoo, and Nanoo Gopall, dates of Petitions filed 11th Feb. 1864.

Wittul Bhickajee Calay, and Narsoo Wittul Calay. The first is a dealer in books, and the second a Clerk in the Ordnance Examiner's Office. Dates of Petitions filed 12th Feb. 1864.

Bapoojee Mulhar Chitnees, a Marathee Writer Unemployed. Dates of Petitions filed 15th Feb. 1864.

Francisco Antonio Fernandes, a Carpenter, date of Petition filed 15th Feb. 1864.

Hormusjee Dadabhoy, a Clerk, date of Petition filed 15th Feb. 1864.

Nanp Sajun a General Merchant, date of Petition filed 16th Feb. 1864.

SMALL CAUSE COURT.

Tuesday, 16th February 1864.

(BEFORE A FULL COURT.)

Kursundas Nonsey, trading by means of his moonim, *Cawasjee Framjee vs. The G. I. P. Railway Company.*

This case was originally tried by the second Judge, and a verdict was entered in favor of plaintiff for the amount claimed, namely, Rs. 48-2-10, due by the Company as insurers of "shares."

Mr. Hormusjee for plaintiff

Mr. Crawford for defendants.

On Tuesday, 2nd February, Mr. Crawford moved the full Court to set aside the verdict on the ground of misdirection in law, to the effect that the Company having despatched a cheque for the amount of interest claimed by the plaintiff, that being the ordinary vehicle of transmission, were thereby absolved from further responsibility. A rule *nisi* was granted in this cause on the ground of misdirection in law.

Mr. Hormusjee on behalf of the plaintiff opposed the rule this day. He contended in the first place, that the case of *Warick* v. *Noakes*, cited by Mr. Crawford, did not apply, because there the plaintiff himself had given directions to his debtor to remit the debt by post. It was a *Nisi Prius* case, and possessed no binding force per se. In the present case no express directions were given by plaintiff to remit the interest by post. The pleader said that *Warick* v. *Noakes* was not alluded to by Bayley in his treatise on *Bills of Exchange*. The case of *Hawkins* v. *Rutt* reported in *Peake's N. P. Cases* was more to the point; in that case it was held that delivery of the letter to a bellman in the street did not discharge the debtor in case of loss or miscarriage.

Assuming, for the sake of argument, that *Warick* v. *Noakes* did apply to the present case, still it must be shown according to the principle on which the decision in that case was decided, that the interest warrant containing the cheque was delivered *at the Post Office*. The evidence adduced on behalf of the Company was, that a clerk handed the interest warrants to a sepoy in the employ of the Company. Mr. Hormusjee then cited *Addison on Contracts* in support of his position. But the case relied on by Mr. Crawford makes no mention of cheques. In *Roscoe's Digest* of the Law of Evidence at *Nisi Prius* it is laid down that where a creditor directs his debtor's transmit money or a bill in payment by the post, and it is lost (without default of debtor) the creditor must bear the loss. In *Mullick* v. *Radakissen* (9 Moore's Cases decided in appeal before the Privy Council 69), a bill was not treated as a cheque. Baron Parke in that case took occasion to observe that a cheque was a peculiar sort of instrument.

His Honor the First Judge.—Mr. Hormusjee what difference does it make whether the payment was made by a bill or a cheque?

Mr. Hormusjee.—I say that a cheque does resemble a bill in several respects, but not for all purposes. Both possess certain attributes in common, but that does not render a cheque the same thing as a bill. If *Warick* v. *Noakes* had been a decision on a regular cheque, it would have been a strong authority in favor of the Company. But it was not so, and the Court cannot extend the application of that decision to a cheque in the absence of any authority. Commenting on the evidence, the pleader said that the Company's clerk swore that the letter did not reach plaintiff owing to a mistake in the address.

Mr. Crawford was heard in reply. He contended, that the railway company were absolved from all further liability after the despatch of the letter by post. The Bombay Bank may be liable for having paid the cheque to a wrong party, but the plaintiff could not charge the Company for the loss.

Mr. Hore.—We have not heard anything as yet as to the nature of the receipt.

After a long discussion, His Honor said that there was no evidence before the Court to show that the verdict was correct or not. The rule was made absolute.

CORRESPONDENCE.

THE "STAR OF INDIA."

To the Editor of the Bombay Gazette.

SIR,—Your correspondent "Vindex" is, I think, unjust to the Captain of the *Star of Indie* for dealing with the case of small-pox in the manner he did. The patient was one of the crew, and I think the Captain acted with bold and admirable promptitude when he put the patient in the life boat and towed him astern, with two seamen messmates to attend on him. Had the patient been allowed to remain on board until the pustules had opened (before which time the disease is not contagious) there might have been frightful havoc amongst so many people as were on board. I speak, of course, in the widest extreme, when I say that true humanity would sanction the man being cast overboard rather than run so frightful a risk by keeping the patient on board. To e motion of the boat could have been nothing new to the sailor, and attended as he was by two messmates, I can't think his lot (apart from the discase) a very hard one. I myself have been towing in a boat astern of my ship in a gale of wind when I could see an anxious consultation on the poop as to whether it would not be better to cut the tow, and thus give me a chance of life. I speak of this to show that I know what I am writing about. In this case under reference the patient had fine weather, and no doubt many sympathising hearts trying to make the best of the floating plague vessel he was in.

TOM CRINGLE.

Bombay, 18th Feb. 1864.

BACK BAY.

To the Editor of the Bombay Gazette.

SIR,—I had no intention of intruding again upon you about the Back Bay, because I feel assured that no scheme for its reclamation will be carried out without its receiving the fullest investigation. Besides, though a newspaper is a proper medium for calling attention to a subject in a certain stage, it is hardly the best way of discussing it in all its bearings, as reference to charts being so necessary to render the subject clear, and I dare say if your correspondent I. N. (a gentlemen doubtless connected with the Indian Navy) and I had a half an hour together, we should not materially differ on the points at issue. I do not care to answer anonymous correspondents because I consider it would be a waste of time. But if the Naval officer who writes has had actual experience in marine works, this combination with his Naval education would render his opinions of very great value. This is however a combination rarely met with.

I must thank him for pointing out the clerical error. I think your leading article said 13,000 to 14,000 feet or about 4000 yards; the error is in converting this into furlongs. Neither the Breakwater its length nor its direction was furnished by me. I merely took your statement as the data for my calculation to show its probable cost and effects. I was speaking to another I. N. officer on the subject and his estimate was about double. He had been as many years as I have been days in the country and from this gentleman I got much valuable information in addition to that which I had gathered elsewhere with my small labour about Bombay and its Harbour. The Breakwater must be substantial whatever its length and not a Kutcha affair to be carried away by the first rough sea that comes over it. It may not be necessary to compare it with the Dover Breakwater which at its present rate of progress will take 50 years to complete and will cost 40 milions sterling. This is Mr. G. P. Bidder's calculation not mine, the design was I believe the late Mr. Walker's, who is said to have designed the work at Kurrachee.

The effect of a Breakwater at Colaba Point would, I have no doubt whatever, produced exactly what your correspondent describes. It would ensure still water in the Harbour, but I also feel certain it would cause a shoaling up of the Bay from Sion Bay towards Mazagon. The removal of the point further seaward by a Breakwater on which the sea breaks would also remove the point up to which its scouring effect is felt to the same distance in the same direction. A series of soundings taken from Colaba Point at different times of the year would be most valuable in showing the action of the sea on the bottom during the fine season and during the monsoons and would give some accurate data to go upon.

It is not necessary to enquire what the effect of closing up the waterway at Colaba causeway may have been. Its effect must have been very trifling indeed nor would a proper reclamation of the foreshore either in Back Bay or in the main Harbour produce any serious effect if carefully laid out. Nature has done much to make Bombay a magnificent natural harbour, but if the "*tail*" writing of one of your contemporaries is to be the order of the day. Bombay should at no remote period find itself high and dry on "Direction Bank."

The interesting anecdote with which your correspondent I. N. concludes his letter proves, if it proves anything, that the opening at Colaba Causeway was upon one occasion very useful, and we would naturally therefore infer that it was a pity not to have kept it open and deepened it for communicating between the two Bays and thus rendered it useful to trade.

I wish it particularly to be understood that I am not putting forward my opinions on Back Bay to oppose any particular project. I suspect that some of the reclamations that are in progress will cost quite as much as they are worth, and that the premiums on the shares are rather high. But to induce capitalists to embark in such works they must have liberal concessions of some kind or other. It is essentially necessary however that the works should be well designed and carefully considered before being entered upon; after that the parties most likely to carry out the works are the proper parties to get the concessions, no matter who or what they are.

—I am, yours faithfully,

W. SOWERBY.

Bombay, 18th February 1864.

"MR. ROBERT TROTTERS WISHES TO KNOW THE REASON WHY."

To the Editor of the Bombay Gazette.

SIR,—My name is Robert Trotters, I'm a Saxun, and I'm maried, and I'm an Engineer on the G. I. P., and my Brothers forman in a Mill in Yorkshire engaged in the Saxuny Wool trade, so thinks I

His Excellency the Governor in Council Council is pleased to make the following appointments :—

Mr. H. B. Boswell, to be Acting Collector of Ruttnagherry during Mr. J. W. Robertson's absence, or until further orders.

Mr. H. Macdonald, to be Acting Sub-Collector and Joint Magistrate of Colaba.

Mr. C. G. Bell, to be Acting 1st Assistant to the Collector and Magistrate of Tanna.

Mr. C. B. Izon, to be Acting 2nd Assistant to the Collector and Magistrate of Tanna.

Mr. W. R. Pratt, to be Acting 1st Assistant to the Collector and Magistrate of Ahmedabad.

Mr. J. A. G. Duff, First Assistant Collector of Belgaum, is allowed leave of absence for three months, under Section XII. of the Civil Absentee Rules.

Mr. H. N. B. Erskine, is allowed a furlough to Europe for three years from the date of the sailing of the last Mail Steamer in March next.

Mr. Erskine is also allowed preparatory leave for 21 days.

Mr. Beckarbhace Baroojee is appointed a Sub-Assistant to the Talookdaree Settlement Officer.

Mr. A. B. Grant, Civil Service, returned to Bombay on [illegible] ough to Europe granted to [illegible]

[illegible] llowed a furlough to Europe [illegible]

[illegible] 4 Shastree is confirmed in the [illegible] Central Book Depot.

SHIPPING.

ARRIVALS.

Feb.	Ships.	Commanders.	From
18	J. Duncanmier	Burgald	Bordeaux Sept. 17.
	Fanny Forsyth	Cooper	Rangoon Jan. 25.
	Johnston Castle (s)	Kingcombe	Cochin Feb. 13.
	Caroline Agnes	Croft	London Oct. 16.
	Montrose	McIntyre	Glasgow Nov. 5.

DEPARTURES.

Feb.	Ships.	Commanders.	To
18	Dorothy	Thompson	Liverpool.
	St. Hilda	Clarke	London.
	Pestonjee Bomanjee	Milne	Rangoon.
	India	Roberts	Cochin & Calcutta.
	Earl of Shaftesbury	Kronman	Zanzibar.
	Red Jacket	Harly	Liverpool.

INTELLIGENCE.

Per British Ship *Caroline Agnes*, from London.—On December 3rd spoke the ship *Hornet*, from Portsmouth to Madras, 40 days out

PASSENGERS ARRIVED.

Per Steamer *Johnston Castle*, to Cochin.—Major Gordon; Captain Malcolmson; Mr. J. Barretto; Mr. J. Barretto; Mr. P. Barretto; Mr. Godfrey; Mr. J. Bordes; Mr. Tucker, Mr. A. J. Gonsalves; Mr. Niker; and 78 adults.

Per Ship *Montrose*, from Glasgow.—Mr. W. H. Hughes.

PASSENGERS SAILED.

Per Ship *Pestonjee Bomanjee*, to Rangoon.—Mr. Cross.

Ship *Aselia*, J. A. Brown, bound to Calcutta, obtained her port clearance yesterday.

The following vessels began to load yesterday :—

Ship *Marin Gray*, for Joodah and Hoododa.

Steamer *Mahanuddy*, for Bar Coast.

Ship *Tropique*, for Marseilles.

Steamer *Pioneer*, for Kurrachee.

Steamer *Johnston Castle*, for Surat.

Steamer *Topiter*, for Surat.

FREIGHTS.

To Liverpool (Cotton)	£3 0s. 0d.	to £3 5s. 0d
,, (Seeds)	£2 10s. 0d.	
To London (Cotton)	£3 0s. 0d.	to £3 5s. 0d.
,, (Seeds)	£2 15s. 0d.	to £2 17s. 6d.
To China	No offers.	
To Clyde		
To Hull		
To Calcutta and back	Rs. 17 to 18	

DAILY EXPORTS.

BOMBAY, THURSDAY, 18TH FEBRUARY.

London.

Coleroon—34 cans ganga, 26 mds. 31½ scers, Stenhouse and Co.; 107 boxes Cambay blue stones, 88 cwt., Hassum Noormomad; 1 box old blackwood table, Ewart, Latham and Co.

Stamboul—600 bags linseed, 900 cwt., Nursy Mowjee.

Liverpool.

Bloomer—3 bales cotton, 10½ cwt., Lalljee Anundjee; 66 bales wool, 198 cwt., Khatcay Dhurumsy.

Preston—1 bundle surasseed, ¼ cwt., Jairam Visram; 50 bales cotton, 175 cwt., Kessowjee Petamber; 75 bales cotton, 262½ cwt., Sinhasee Mareen; 52½ bales cotton, 1834 cwt., Roognath Ramchunder and Co.

Clydesdale—500 bales cotton, 1750 cwt., B. and A. Hormusjee; 100 bales cotton, 350 cwt., Puttaychund Dewchund; 205 bales cotton, 717½ cwt., Gaddum and Co.; 397 bundles surasseed, 1984 cwt., 680 bundles linseed, 340 cwt., Malljee Sewjee; 45 bales wool, 135 cwt., Jeatha Vulubjee; 100 bales cotton, 350 cwt., Hodgkiss Sampe and Co.

Polimurus—500 bales cotton, 1750 cwt., Gangjee Coverjee and Co.

Robrgh—200 bags surasseed, 200 cwt., Russooljee Essajee.

Royal Alfred—3 bales cotton, 10½ cwt., Virjee Nursy and Co.; 100 bales cotton, 350 cwt., Bhimjee Samjee and Co.

Mayal—12 bales cotton, 42 cwt., Bomonjee and Cursetjee Eranjy.

City of Agra.—300 bales cotton, 700 cwt., A. H. Huschke and Co.

Eagle (Capt. Murphy)—15 bales cotton, 52½ cwt., Premchund Roychund; 32 bales cotton, 182 cwt., M. and B. Cursetjee Cama and Co.

Flower of the Forest—1 bale cotton, 3½ cwt., Manock Bhicajee.

Stalwart—1300 bundles coir yarn, 90 cwt., Doolachund Cundarcemull; 200 bales cotton, 700 cwt., Ritchie, Steuart and Co.; 50 bales cotton, 175 cwt., Champsy Ludha and Co.

Golden Dream—83 bales cotton, 290½ cwt., Nursy Jewraz; 28 bales wool, 84 cwt., Gungaram Mugundass.

Confidence—500 bales cotton, 1750 cwt., B. J. Jeejeebhoy and Co.; 300 bales cotton, 1050 cwt., Cursetjee Furdoonjee and Co.

Trustee—62 bales cotton, 217 cwt., Goculdass Cullianjee; 70 bales cotton, 245 cwt., Bacherdass Ambirdass; 200 bales cotton, 700 cwt., Mooljee Dhunjee; 200 bales cotton, 600 cwt., Khatcay Sewjee and Co.

Africa—100 bales cotton, 350 cwt., Thackersy Vusunjee.

Celestial Empire—100 bales cotton, 350 cwt., J. Siegfried and Co. 300 bundles gingillyseed 250 cwt., Khimjee Narsan and Co.; 200 bales cotton, 700 cwt., Ticumjee Velljee and Co.

Pegasus.—76 bales hemp, 265½ cwt., Macnee and Co.

Ellen Bates—88 bales cotton, 308 cwt., Samjee Narronjee.

St. Thomas.

Cicero—1000 bags linseed, 1500 cwt., Cursonjee Canjee and Co.

New York.

Inconstant—1000 bags linseed, 1500 cwt., Gaddum and Co.; 600 bags linseed, 1900 cwt., Jairam Ruttonsy.

T. E. Lennox—1200 bags linseed, 1800 cwt., D. and M. Pursotumdass and Co.; 600 bags linseed, 900 cwt., M. Rogers and Co.

Boston.

Pemabhoy Hemabhoy—87 bags black pepper, 130½ cwt., S. Narayen and Co.

Marseilles.

Tropique—600 bags gingillyseed, 900 cwt., Jairam Ruttonsy.

Havre.

City of Carlisle—40 bales cotton, 140 cwt., Hemraz Hurjeon and Co.; 100 bales cotton, 350 cwt., Premchund Bhimjee; 50 bales cotton, 175 cwt., S. Tyebjee and Co.

VESSELS IN BOMBAY HARBOUR.

[c. l. signifies "commenced loading."]

FOR LONDON.

304 Colcroon, Duncan—Peel, Samuels & Co.
1184 Forest Rights, Thompson—W. Nicol & Co.
845 Havering, Parker—Stewart & Co.
1090 Stamboul, Tovar—Wallace & Co.

FOR LIVERPOOL.

91 Africa, Bowie—Ewart, Latham & Co. (c. l. Jan. 6)
683 Ann Holzberg, McGuire—D. Ruttonjee & Co.
579 Baron Macaulay—Ewart, Latham & Co.
324 Belgravia, Pentecost, Lyon, Brothers & Co. (c. l. Dec. 18)
814 Bloomer, Gilchrist—Finlay, Scott & Co.
1190 British Crown—W. Nicol & Co.
1278 Celestial Empire, Murray—W. Nicol & Co. (c. l. Jan. 15)
1478 Cimber, Burton—Cowasjee Manockjee & Co.
1073 City of Agra, Sleigh—Coupland & Co. (c. l. Jan. 19)
1482 Clydesdale,—B. & A. Hormusjee. (c. l. Jan. 22)
850 Confidence, Herly—Classon & Co.
1148 Eagle, Cuthbert—Burjorjee & Co.
1065 Eagle, Murphy Ritchie, Steuart & Co. (c. l. Dec. 21)
1250 Eagle—Mackwell & Co.
1010 Ellen Bates, Walker—E. Bates & Co. (c. l. Dec. 17)
983 Eliza Bencke, Jackson—Souza, Pinto & Co. (c. l. Dec. 15)
1082 Emxine—Ritchie, Steuart & Co.
957 Flower of the Forest—Coupland & Co. (c. l. Jan. 21)
1061 Gilbert Thompson, Jordan—E. Bates & Co.
1454 Golden Dream, Brown—Lawrence & Co.
1318 Golden Empire, Goodall—Lawrence & Co.
833 Kildare, E. Bates & Co.
1010 Latona, Anderson—Comber, Son & Co. (c. l. Dec. 9)
787 Mogul, Henson—Stoeber, Prieger & Co. (c. l. Jan. 3)
783 Owen Jones—Lawrence & Co.
959 Preston, Wakem—Lyon, Brothers & Co.
1182 Pegasus, Godwin—Comforth & Co.
1373 Protector, Clark—D. Meerwanjee & Co.
1082 Palinurus,—Ritchie, Steuart & Co. (c. l. Jan. 28)
1337 Queen of the Seas, Peters—Rennie, Scovell & Co.
737 Rachnagore, Cook—A. H. Huschke & Co.
883 Rob Roy, Blacklock—Blair and Macintosh.
1230 Stalwart, Crawford—Ritchie Steuart & Co. (c. l. Jan. 1)
560 Tallala Percival—Ewart, Latham & Co.
982 Trenton, Walker—Ritchie, Steuart & Co. (c. l. Jan. 1)
1179 Thomas Sedden, Dobbs—Finlay, Clark & Co. (c. l. Jan. 16)
1342 Uncas, Geal—Dirom, Hunter & Co.
1131 War Cloud, Logan—E. Bates & Co. (c. l. Jan. 24)

FOR MARSEILLES.

433 Tropique, Saing—Passmore & Co.

FOR NEW YORK.

1126 Inconstant, Cullihon—Lawrence & Co. (c. l. Jan. 25)
387 Minerva—B. & B. Hormusjee.
1064 T. E. Lennon, Rainey—Dirom, Hunter & Co. (c. l. Jan. 25)

FOR ROUEN.

432 Gil Blas, Gennard—Julius, Siegfried & Co.

FOR HAVRE.

815 City of Carlisle, Fentreath—E. L. & Co. (c. l. Jan. 6)
618 Cid, Bezet—Jules Siegfried & Co. (c. l. Jan. 16)
491 Intimes, Geffin.
600 Marie et Nelli, Augulean.—S. Tyebjee & Co.

ST. THOMAS FOR ORDERS.

1139 Cicero, Alexander—W. A. Graham & Co.

FOR BORDEAUX.

Victorine, Bracon—Jules, Siegfried & Co.

FOR SINGAPORE.

864 Shanghae—Leslie.

FOR COLOMBO.

655 Fort Regent, Pegoyt—Peel Cassels & Co.

FOR MOULMEIN.

1040 Ocean Belle, (a) Brown—Cohen & Co.

FOR BOSTON.

679 Pemabhoy Hemabhoy—Stearns, Hobart & Co.

FOR PERSIAN GULF.

1645 Assaye,
1493 Tweed, Surat—Leckie & Co.

FOR CALCUTTA.

1300 Aselia, Brown.
900 Indore (s) Browne.

FOR JUDDA.

429 Anne Reddin, Morrison.

FOR KURRACHEE.

380 Lord Haddo, Brotherston—Finlay, Clark & Co.
989 St. Vincent de Paul,

NOT FIXED.

858 Anonyma, Cuthbertson, W. Nicol & Co.
566 Anna Henderson, Eiffe—Robinson & Co.
1346 Bosphorus, Anderson—W. Nicol & Co.
699 Bailly de Suffrein—Rustomjee Hormusjee Wadia.
646 Barrington, Howe—A. H. Huschke & Co.
510 Caroline Agnes, Croft—W. Nicol & Co.
761 Caroline, Tumes—Cohen & Co.
679 City of Benares, McEvan—Finlay, Clark & Co.
974 Concordia, Rose—W. Nicol & Co.
802 Edwin Fox, Maclean—Blackwell & Co.
1004 Edmund, Graham—Gray & Co.
439 Ellen Masters, Glover—E. H. Sedick & Co.
1004 Esmeralda (a) York—Stearns, Hobart & Co.
1342 Fanny Forsyth, Clein—Bates & Co.
1156 Frenchman, Galloway—Framjee Sand & Co.
545 Hector,—Allan.
453 Henry Miller.
High Rose, H. M. Sedick & Co.
900 Jamesjee Cursetjee, Foster—E. Bates & Co.
346 Jumna, Phillips.
1068 Kirkham, Routledge.—Lawrence & Co.
1344 Lady Claredon—Lawrence & Co.
373 Mary Crocker—H. M. Sedick.
439 Marion,
900 Montrose, McIntyre.—Lyon Brothers & Co.
641 Moreno, White—Nasymith & Co.
1040 Myrtle, Warden—W. Nicol & Co.
1198 Marietta, Brown—Ewart, Latham & Co.
749 Milatus, Shaw—Framjee, Sands & Co.
819 Omar Pasha—H. M. Sedick.
606 Pearl, Andrews—H. M. Sedick.
1097 Palmerston, Wilson—Ritchie Steuart & Co.
991 Pericles, (a) Fergusson—Framjee, Sands & Co.
731 Percy Douglas, Hanson—W. & A. Graham & Co.
1169 Rowena Bilton, Ewart Latham & Co.
1165 Startled Fawn, Tindall—Lyon, Brothers & Co.
861 Salamanca, Livesay—W. Nicol & Co.
438 Souvenir—J. Siegfried & Co.
1031 Speedy, Stranack
Thule (s)
697 Tomcopropes, Poe—Cardwell, Parsons & Co.
1094 United Service (s) Gaine—C. M. S. N. Co.
732 William Stevenson, Roldcn.
777 W. M. Peck (s)—Colson.
1015 William Carvill, Copeland—Rennie, Scovell & Co.
841 William Chandler, Miller—B. H. Cama & Co.
1120 Zambia, Willer—Rennie Scovell & Co.
P. & O. Co.'s STEAMERS.
Malta, G. Hyde.
1350 Postinger. (laid up.)
1240 Simla.
Salsette, King.

COMMERCIAL.

BOMBAY DAILY BILL, SHARE, AND STOCK LIST.

EXCHANGE.

On what Place.	Terms.	Rates.
London Bankers	6 months' sight	2s. 1 1/16d.
Do. Credits	Do. do.	2s. 1d.
Do. Documents	Do. do.	2s. 1 5/16d.
Calcutta	At sight	102½
Madras	30 days' sight	99½
China	60 Do. do.	227

SHARES.

Names.	Paid up	Last Half-yearly Dividend	Rates.
BANKS.	Rs.		
Agra Bank	500	5 pr. ct.	147 pr. ct. pm.
Bombay Bank	1,000	8 do.	152 pr. ct. pm.
Bank of India	100	.....	3½ pr. ct. pm.
Broker's Banking Company	20	.....	18 pr. ct. pm.
Central Bank	250	6 do.	54 pr. ct. pm.
Commercial Bank	500	4½ do.	91 pr. ct. pm.
Chartered Bank of India, A. & China	200	5 do.	191 pr. ct. pm.
Chartered Mercantile Bank of India, London and China	250	10 do.	178 pr. ct. pm.
Joint Stock Bank	70	.....	54 pr. ct. pm.
Oriental Bank Corporation	250	8 do.	160 pr. ct. pm.
Madras Bank	1,000	4½ do.	116 pr. ct. pm.
Royal Bank of India	125	.....	16 pr. ct. pm.
Comptoir d'Escompte de Paris	200	4½ do.	50 pr. ct. pm.
PRESS COS.			
Apollo Press Co.	11,000	1,800 per share.	Rs. 27,000 p.sh
Colaba Press Co.	2,700	300 do.	Rs. 6,000 p.sh
Fort Press Co.	3,667	375 do.	Rs. 1,500 p.sh.
Hydraulic Press Co.	4,000	350 do.	Rs. 2,300 p.sh.
Elphinstone Land & Press Co. A Share	6,000	250 do.	Rs. 32,000.
Do. Do. ,,	2,000	.....	
Frere Press Co.	250	.....	
Victoria Land and Press Co.	4,000	150 do.	Rs. 24,000 pm.
Bombay Press Co.	1,200	.....	Rs. 1,500 pm.
Framjee Cowasjee Press Co.	1,500	.....	Rs. 21,000 pm.
RAILWAY COS.			
G.I.P. Railway Co. (Consolidated Stock)	318-3-9	pr. ct.	[nominal. Rs. 8 pr. ct. pm.
Do. New £20 shares	130.14.6	2½ do.	Rs. 12 prem.
Bombay, Baroda & C. I. R. Co.	1,000	2½ do.	Rs. 6 pm. nml.
SPINNING & WEAVING COS.			
Bombay Spinning & Weaving Co.	5,000	500 per share.	Rs. 1,300 prem.
Great Eastern Spinning & Weaving Co.	1,100	.....	Rs. 350 prem.
Hamjeejee Petit Spinning & Weaving Co.	850	.....	Rs. 120 prem.
Oriental Spinning & Weaving Co.	2,500	140 Rs. p. share	Rs. 450 prem.
Royal Spinning and Weaving Co.	1,500	.....	Rs. 375 prem.
Victoria Spinning Company	5,000	.....	Rs. 3000 prem.
Coorla Spinning Co.	5,000	3 per. cent.	Rs. 1,500.
Bombay United Spinning & Weaving Company	1,000	10 per. cent.	Rs. 460 prem.
Elphinstone Land & Press Company Limited	1,500	.....	Rs. 460 prem.
One whole Share comprising			
1 A Share	6,000	430	
1 B Share	6,000	170	Rs. 34,000
4 C Shares	6,000	.....	Premium.
Three Press Co.'s Shares	1,500	.....	
MISCELLANEOUS.			
Colaba Land Co.	10,000	Rs. 12,000	Rs. 35,000.
House and Land Investment Co.	300	.....	Par.
Bombay Contract & Building Co.	150	.....	Rs. 55 pm.
Bonded Warehouse.	600	.....	Par.
Bombay Shipping Company	1,500	.....	Rs. 4,500 pm.
Iron Ship Co.	1,000	.....	Rs. 100 dis.
Oriental Ship Owning Association	250	.....	Rs. 140 pm. prem.
Prince of Wales Ship Company	1,000	.....	Par.
Western India Ship Company	1,000	.....	Rs. 100 dis.
Bombay Coast and River Steam Navigation Co.	1,500	.....	Rs. 350 pm.
Trenchee & Co. (Limited)	250	.....	2 pr. ct. pm.

GOVERNMENT SECURITIES.

Four Per Cent. Transfer Loan		96
,,	Loan 1835-36	94½
,,	Loan 1842-43	
,,	Loan 1854-55	
New Five per Cent. Loan		104½
Five-and-a-Half Per Cent. Loan		113

PRICES OF BULLION, &c.

Sovereigns, each	Rs.	10-7-0
Bank of England Notes	,,	10-2-0
Spanish Dollars	,,	2 90
Carolus	,,	300
Mexican Dollars	,,	225
German Crowns	,,	2 90
Five-Franc Pieces	,,	208 per 100 pic.
Bar Silver	,,	106½
Gold Leaf	,,	16-9-0

PRICES CURRENT (16th Feb. 1864.)

		Per candy.
COTTON at Colaba		
Broach and Surat Old (ready.)	Rs.	535 to 550
Old Dhollera, (ready.)	,,	545 to 550
Old Bhowniuggur, (ready.)	,,	545 to 550
New Comrawuttee	,,	500 to 540
Old Comptea, (ready.)	,,	535 to 540
Old Dharwar Sawgined	,,	625 to 630
New Barsee and Nuggur	,,	595 to 600
Old Veeravul	,,	515 to 530
New Khandeish	,,	590 to 595
Old Poratchee	,,	530 to 535
New Acoote	,,	595 to 610
Old Mangalore	,,	540 to 545
OPIUM—Malwa, Rs. 1,350 to 1,400.		
SEEDS—Linseed, Khandeish...at Rs. 6 1 to 6 2 per cwt.		
Rapeseed, Guzerat	,,	5 14 to 6 0
Gingellyseed (Black and White)	,,	32 to 33
Niger	,,	35 to 37
	,,	27 to 28 Nominal.

OPIUM MEMORANDUM FOR THE WEEK ENDING TUESDAY, 16TH FEBRUARY 1864.

PASSES GRANTED.

Years.	Up to 29th Jan. 1864.	From 30th Jan. to 6th Feb. 1864.	Total.
	Chests.	Chests.	Chests.
AT INDORE.			
For 1862-63	...	...	*45,467
,, 1863-64	5,586	542	6,128
AT AHMEDABAD.			
For 1862-63	...	...	*4,411
,, 1863-64	1,422	311	1,733

IMPORTED INTO BOMBAY.

Years.	Up to 9th Feb. 1864.	From 10th to 16th Feb. 1864.	Lost on the Road.	Total Imported.
	Chests.	Chests.	Chests.	Chests.
AT INDORE.				
For 1862-63	...	...	12	*45,455
,, 1863-64	4,349	467½	½	4,816½
AT AHMEDABAD.				
For 1862-63	...	...	½	*4,410½
,, 1863-64	1,411½	10	½	1,421½

EXPORTED BY SEA.

Years.	Up to 9th Feb. 1864.	From 10th to 16th Feb. 1864.	Total.	Balance.
	Chests.	Chests.	Chests.	Chests.
AT INDORE.				
For 1862-63	14,533½	38½	44,572	883
,, 1863-64	3,022½	431½	3,454	1,362½
AT AHMEDABAD.				
For 1862-63	4,238	1½	4,239½	171
,, 1863-64	1,071½	60	1,140½	281

DETAIL OF EXPORTS FROM 10TH TO 16TH FEB. 1864.*

	Chests.
Of the Season 1862-63.	
Per Gunja Sajee	1½
Per Steamer *China*	451
	30
Of the Season 1863-64.	
Per Gunja Sajee	½
Per Steamer *China*	500
Total ...	540½

* During the whole Season.

N. B.—The Opium Season year commences from 1st October and ends with 30th September.

(Errors excepted)

F. F. ARBUTHNOT,
Deputy Commissioner of Customs, Salt, and Opium, P.D.
Bombay, Custom House, 17th February 1864.

BROKERS' LOAN, DISCOUNT AND BANKING COMPANY, (LIMITED.)—NOTICE is hereby given, that the Bank is opened for the transaction of local banking business.

LOANS AND DISCOUNTS.

The Bank discounts Government and Private Bills and Hoondies, and grants loans on the Security of Government Paper, Goods, &c.

DEPOSITS.

Interest allowed at 2 per cent. per annum on current deposits when not less than Rs. 500, nor exceeding Rs. 50,000, unless as may be specially arranged.

On the sale or purchase of Government Paper, Bank Stocks, and other Securities ½ per cent., on the amount realized on investment.

On interest or dividend ½ per cent.

The Bank receives Government and other Securities for safe custody free of charge, the interest or dividends thereon being credited to account.

On returning Securities out of safe custody ½ per cent. commission charged.

ARDASEER BOMANJEE, Manager.

Bombay, 26th September 1863.

THE BANK OF HINDUSTAN, CHINA AND JAPAN, (LIMITED.)—CAPITAL ONE MILLION STERLING, IN 10,000 SHARES OF £100 EACH.

Head Office—16, *Cornhill, London.*

BOARD OF DIRECTORS.

JAMES NUGENT DANIELL, Esq, *Chairman.*
RICHARD SPOONER, Esq., (late Commissioner of Customs, Bombay.) *Deputy-Chairman.*
WILLIAM FREDERIC BARING, Esq.
THOMAS COTTERELL, Esq.
J. HENRY REYNELL DE CASTRO, Esq.
PHILIP SHORE FLETCHER, Esq.
WILLIAM HARRISON, Esq.
DUANE J. HOARE, Esq.
HENRY YOUNG, Esq., (late Chief Secretary to the Government, Bombay.)
MICHEL E. RODOCANACHI, Esq.
SPIRIDION MAVROJANI, Esq.

Committee in Bombay.

D. SASSOON, Esq., *Chairman.*
The Honorable PREMBAHOY HEMABHOY.
HAJI ESMAIL HAJI HUBIB, Esq.

Bankers.

LONDON.....The Bank of England.
Do.....The Alliance Bank of London & Liverpool, (Limited.)
LIVERPOOL.....Do. do.
MANCHESTER.....Do. do.
SCOTLAND .....The National Bank of Scotland.
IRELAND .....The National Bank.

The Manager grants drafts on London, Liverpool, or Manchester, at the following rates of Exchange :—

Six month's sight	2s. 0¼d.	per Rupee
Three ,, ,,	2s. 0¾d.	do.
One ,, ,,	2s. 0 d.	do.
On demand	1s. 11¾d.	do.
On Scotland or Ireland	1s. 11¾d.	do.

Circular Notes payable in Egypt and the principal towns on the Continent of Europe.....1s. 11¾d. do.

Drafts on *the Bank of England*, on *Scotland* or *Ireland* are issued payable *on demand* only.

To prevent disappointment to persons at a distance who may purchase the Bank Bills on Europe, the Manager will, whenever so desired, forward the first of exchange direct on being furnished with the address of the person to whom the Bill is to be sent. *In all instances where a Bill is required in favor of a lady, her Christian name must be given in full.*

The Bank will negociate Bills payable in London, Liverpool or Manchester, and will also purchase or grant drafts payable in Calcutta, Hong Kong or Shanghai.

CURRENT ACCOUNTS.

Interest allowed at 2 per cent. per annum on balance exceeding Rs. 500 and not more than 50,000, and one per cent. per annum on balances exceeding Rs. 999 and not more than Rs. 500.

Interest is not allowed on balances of more than Rs. 50,000 except by special arrangement.

FIXED DEPOSITS.

Subject to 12 months' notice of withdrawal 6 per ct. per an.

do.	9	do.	5½ do. do.
do.	6	do.	5 do. do.
do.	4	do.	4½ do. do.
do.	3	do.	4 do. do.

Notice of withdrawal may be given either when the money is deposited or at any future time. If the deposit be taken in the Bank's draft on Europe, the notice of withdrawal will generally be dispensed with.

The Bank reserves to itself the right of paying off or of modifying the terms of Fixed Deposits, on giving one month's notice.

Deposits of Rs. 100, and not exceeding Rs. 50,000, are received by the Bank subject to 15 days' notice of withdrawal on either side, and interest allowed thereon at 2 per cent below the Bank of Bombay minimum rate of discount, rising or falling therwith, but in no case will a higher rate than 5 per cent. be allowed on Deposits of this class.

Unless money shall have been lodged 15 days prior to the notice of withdrawal, no interest will be allowed.

Government Paper and other Securities received for safe custody, and the interest remitted by the Bank's draft, free of charge.

The Bank will procure enfacement of Government Paper on account of Constituents and forward the same to the Head Office without charge.

It is particularly requested that all orders or Hoondees may be made payable to, and all communications addressed *"The Manager, Bank of Hindustan, (Limited,) Bombay,"*

W. F. WESCHE,
Acting Manager.

THE CHARTERED BANK OF INDIA, AUSTRALIA, AND CHINA.—Paid-up Capital—£641,000. INCORPORATED BY ROYAL CHARTER.

London Bankers. { The Bank of England. / The City Bank.

Branches and Agencies.

Bombay, Kurrachee, Calcutta, Rangoon, Singapore, Batavia, Hongkong, and Shanghai.

BOMBAY AGENCY.

EXCHANGE.

The Bank's Agency in Bombay grants Bills of Exchange on THE CITY BANK, London, at the following rates, viz.:—

6 months' sight (not under £50) at	2s.	0¾d.	per Rupee.
4 Do.	at	2s.	0¾d. ,,
3 Do.	at	2s.	0¾d. ,,
2 Do.	at	2s.	0¾d. ,,
1 Do.	at	2s.	,,
On Demand (Head Office)	at	1s.	11¾d. ,,

Interest is allowed on CURRENT ACCOUNTS at 2 per cent. per annum, on the daily balance, and on Fixed Deposits, as follows :—

Repayable in one sum, at 3 months' notice,	3	per cent.
Do.	6 do.	5 ,,
Do.	12 do.	6 ,,

No Interest allowed on Current Account Balances under Rs. 1,000, nor on Deposits above Rs. 50,000, unless by special arrangement.

REMITTANCE.

The Bank's Agency realizes Bills or Hoondies on the Presidency for remittance to Europe in the Bank's Bills on London without charge.

All Drafts, or Hoondies, forwarded for realization, to be made payable to the "Chartered Bank of India, Australia, and China, or order."

When a remittance is to be made to a lady, her Christian name must be given.

COMMISSION.

On the sale or purchase of Government Paper, Bank Stock and other Securities, ½ per cent.

The Bank receives Government and other Securities for safe custody, free of charge, the Interest or Dividends thereon being credited to account, or remitted home in the Bank's Bills.

On Interest or Dividends, or proceeds of Securities by sale ½ per cent. commission charged if the amounts be paid in India; if remitted home by the Bank, no charge.

On delivering up Securities, deposited for safe custody, ½ per cent.

Office hours 10 A. M. to 3 P. M.; Saturdays 10 A. M. to 1 P. M.

ANTHONY MORRISON, Agent.

Bombay, 16th November 1863.

COMPTOIR D'ESCOMPTE DE PARIS.—

Incorporated by National Decrees of 7th and 8th March 1848 and by Imperial Decree of 20th July 1854. PAID-UP CAPITAL—Francs 40,000,000 (£1,000,000.) RESERVE FUND.—Francs 8,940,168 (£357,606.)

Head Office.—14, *Rue Bergere Paris.* Agencies at Bombay Calcutta, Hongkong, Shanghai, Bourbon (Reunion), and Saigon.

London Bankers.

UNION BANK OF LONDON; MESSRS C. J. HAMBRO AND SON.

BOMBAY AGENCY.

Offices—2, *Military Square.*

This Agency grants Drafts and Letters of Credit and purchases or collects Bills on the abovementioned places, as also on the principal Towns of Continental Europe, on Madras, Pondichery, Kurrachee, Ceylon, Mauritius, Singapore, Sydney and Melbourne.

EXCHANGE.

Drafts granted as follows :

On London 6 months' sight	2s.	0¾d.	per Rupee
3 Do. Do	2s.	0¾d.	,,
Sight	2s.	11¾d.	,,
On France 6 months' sight	frs.	2-58 cts.	
3 Do. Do	,,	2-53	,,
Sight	,,	2-48	,,

DEPOSITS.

Interest at 2 per cent. per annum allowed on Current Deposits; payable on demand, of not less than Rs. 1000, nor more than Rs. 50,000.

On fixed Deposits at,

3 months' notice	3	Per Cent. per annum.
6 Ditto	4	do.
12 Ditto	5	do.

DISCOUNTS, LOANS, &c.

The Agency discounts approved Local Bills, grants Loans on Government Paper, Bullion, Bank Stock, and approved Shares and other Securities.

Any further information as to rates of business, &c., may be had at the Office, or on application by letter to the undersigned, to whom all communications should be made payable.

T. R. R. DAVISON, Acting Manager.

Bombay, 3rd February 1863.

THE ROYAL BANK OF INDIA.—*Incorporated, with unlimited liability under the Act of the Legislative Council of India No. XIX. of* 1857.—CAPITAL SIXTY LAKHS OF RUPEES IN 30,0000 SHARES OF Rs. 200 EACH, WITH POWER TO INCREASE.

Board of Directors.

ANDREW GRANT, Esquire, Chairman.	BYRAMJEE HORMUSJEE.
T. F. GRAY, Esq.	CAMA, Esq.
W. F. STEARNS, Esq.	KARSANDAS MADHAVADAS, Esq.
DINSHAW MANOCKJEE, Esq.	

Auditors.

RICHARD LATHAM, Esq.; JAMES BEVIS, Esq.

London Bankers.

THE LONDON AND COUNTY BANK.

EXCHANGE.

Bills on London at 6 months' sight at 2s. 0¼d. per Rupee

,,	4	do.	2s. 0¾d. ,,
,,	3	do.	2s. 0¾d. ,,
,,	2	do.	2s. 0¾d. ,,
,,	1	do.	1s. 11¾d. ,,
,, On demand		do.	1s. 11¾d. do.

Drafts at 6 months' sight are not granted for less than £50, and amounts under £20 are only drawn for payable on demand.

The Bank purchases Bills and grants Drafts payable in Calcutta, Ahmedabad and Surat.

All Treasury Drafts, Hoondies, and other orders for realization to be endorsed "Pay to the Royal Bank of India or order."

CURRENT ACCOUNTS.

Interest allowed at 2 per cent. per annum on balances not exceeding one lac, or at 3 per cent. per annum if interest is paid on the lowest balance at credit of the account for each month; in the latter case interest will be allowed on any sum not exceeding two lacs.

FIXED DEPOSITS.

Subject to 1 month's notice 3 per cent. per annum.

Do.	3	do.	4 do. do.
Do.	6	do.	5 do. do.
Do.	12	do.	6 do. do.

Any information as to rules of business may be had on application at the Bank, or by letter to the Manager.

J. GORDON, Manager.

Bombay, 16th February 1864.

CHARTERED MERCANTILE BANK OF INDIA, LONDON, AND CHINA.

EXCHANGE.

The Bank grants Drafts on London, Scotland, and Ireland, Circular Notes negotiable in Egypt, Syria, and the principal Towns of Europe, at the following current rates of Exchange :—

On London, at 6 ms' sight above £50	2s	0¾d.	per Rupee.
,, 4	do.	2s.	0¾d. ,,
,, 3	do.	2s.	0¾d. ,,
,, 2	do.	2s.	0¾d. ,,
,, 1	do.	2s.	0d. ,,
,, On demand		1s.	11¾d. ,,
On Scotland	do.		
On Ireland	do.	1s.	11¾d. ,,
Circular Notes for the use of Travellers on the Continent and to Europe Overland at 1 day's sight	